STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC UTILITY CONTROL

MASTER AGREEMENT FOR GENERATION PROJECTS

May 21, 2007

TABLE OF CONTENTS

THIS CAPACITY AGREEMENT ("Agreement") dated as of May 21st, 2007 ("Execution Date"), is by and between The United Illuminating Company ("Buyer") and Waterbury Generation LLC ("Supplier"). Supplier and Buyer together are the "Parties" and each individually is a"Party" to this Agreement.

WITNESSETH:

WHEREAS, pursuant to General Statutes of Connecticut § 16-243 m(c), also known as Subsection 12(c) of the Public Act 05-01, An Act Concerning Energy Independence (the "Act"), the Connecticut Department of Public Utility Control ("DPUC") must issue a competitive bid solicitation in the form of a Request for Proposals (the "RFP") for new or incremental capacity in Connecticut that will reduce expected Federally Mandated Congestion Costs ("FMCCs") for the benefit of Connecticut's ratepayers; and

WHEREAS, the DPUC carefully evaluated the responses to the RFP, including the response submitted by the Supplier, and concluded that the Supplier is a qualified bidder pursuant to the RFP, and that Supplier's offer to supply 95.7 MW of Capacity ("Original FCM Contract Quantity") from the Facility pursuant to the terms of this Agreement meets the standards for selection in the RFP;

WHEREAS, according to Subsection 12(i) of the Act, the Buyer and Supplier wish to execute this Agreement in order to formalize their contractual arrangements on the terms and conditions set out herein;

WHEREAS, the Supplier will develop and operate the Facility to supply Capacity and other products from the Facility into the ISO-NE Markets;

WHEREAS, the Buyer is entering into this Agreement to satisfy certain of its obligations under the Act;

WHEREAS, the Buyer acknowledges that all payments it receives from the Supplier as a result of this Agreement, including any liquidated damages and/or Early Termination Payment, are for the benefit of Connecticut ratepayers and should be credited back to Connecticut ratepayers;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Parties to this Agreement covenant and agree as follows:

Article 1 General definitions

As used herein, the following terms shall have the following meanings. Initially capitalized terms used but not defined in this Agreement shall have the meanings set forth in the ISO-NE Tariff (defined below), Participant's Agreement (defined below), and/or the Second Restated NEPOOL Agreement (defined below), as applicable. References to a given Article, Section, Subsection, or Exhibit are in reference to Articles, Sections, Subsections, or Exhibits in this Agreement, unless otherwise specified. The terms "hereof", "herein", "hereto", and "hereunder" refer to this Agreement as a whole.

"Act" shall have the meaning set forth in the preamble to this Agreement.

"Actual Availability" means the ratio of Available Hours to Period Hours as reported by the Supplier to ISO-NE based on the data in the GADS maintained by NERC or its successor, as applied in Section 3.4(c) of this Agreement.

"Additional Ratepayer Funding" has the meaning set forth in Section 3.5 in this Agreement.

"Adjustment Ratio" has the meaning set forth Section 6.4(b) of this Agreement.

"Alternative Price Rule" takes the meaning it has in the Settlement Agreement.

"Annual Contract Price for FCM" refers to the $/kW amount bid by the Supplier in the RFP to be settled against the FCM, as specified in Section 6.2 for each Contract Year of the Agreement.

"Annual Contract Price for LFRM" refers to the $/kW amount bid by the Supplier in the RFP to be settled against the LFRM, as specified in Section 6.2 for each Contract Year of the Agreement.

"Auction Clearing Price" refers to the market clearing price in any given bidding period in the Forward Reserve Auction of the LFRM, or any successor auction.

"Availability" means the capability of a resource, in whole or in part, at any given time, to produce and supply energy, Capacity, or ancillary services in accordance with accepted electric industry practice, and "Available" shall mean that a resource is capable, in whole or in part, at a given time, to produce and supply energy, Capacity, or ancillary services in accordance with such accepted electric industry practice standard. Period availability expressed as a percentage shall be equal to the Available Hours divided by Period Hours as set forth herein.

"Availability Deficiency" is defined in Section 3.4(c)d. of this Agreement.

"Available Hours" shall have the meaning set forth in the GADs Data Instructions Version 01/2006 Section IV-D "Unit Time" or its successor.

"Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it (unless such proceeding is dismissed or stayed within thirty (30) calendar days), (ii) makes an assignment or any general arrangement for the benefit of creditors other than collateral assignments or other security instruments in favor of a Financing Party, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

"Bankruptcy" means a proceeding under the Bankruptcy Code.

"Bankruptcy Code" means those laws of the United States of America related to bankruptcy codified and enacted as Title 11 of the United States Code, entitled "Bankruptcy" and found at

11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.

"Business Day" means any day on which Federal Reserve member banks in New York City are open for business. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time ("EPT").

"Buyer" means the Party serving as the counterparty to the Supplier in this Agreement.

"Capacity" is the continuous load carrying capability of the generating Facility at a given time; this will be defined consistent with the ISO-NE Documents, as amended from time to time.

"Capacity Clearing Price" refers to the market clearing price in the Forward Capacity Auction, or any successor auction or equivalent market if an auction is no longer utilized.

"Claimed Capability Audit" refers to the ISO-NE testing of capacity resources to assess the seasonal claimed capability of each resource. The required duration for a Claimed Capability Audit is at least two hours and no more than eight hours, depending on the season((summer or winter) and the type of resource, or as specified in ISO-NE Manual M-20, as it may be amended from time to time.

"Claiming Party" shall mean the Party claiming relief from liability or obligations hereunder as the result of a Force Majeure event or circumstance.

"Code of Conduct" is defined in Exhibit E to this Agreement.

"Commercial Operation" reflects a status under which the Facility has officially started commercial operations, and meets all of the requirements set out in Section 2.6 of this Agreement.

"Commercial Operation Date" refers to the date on which the Facility is supposed to attain Commercial Operation, as set forth in Exhibit B to this Agreement.

"Commitment Period" refers to the time period for which an FCA contract is valid and is defined in the Settlement Agreement.

"Completion and Performance Security" has the meaning set forth in Section 10.1 of this Agreement.

"Confirmed FCM Contract Quantity" refers to the quantity of Capacity in MW terms that the Supplier has offered to supply into the FCM and that the Parties will be settling against under this Agreement, as confirmed at the Facility's Commercial Operation Date.

"Confirmed LFRM Contract Quantity" refers to the quantity of Capacity in MW terms that the Parties will be settling in the LFRM under this Agreement, as confirmed at the Facility's Commercial Operation Date.

"Contract Year" means a twelve (12) month period during the Term which begins on the Term Commencement Date or the anniversary date thereof.

"Cost of Service Agreements" refers to a type of contract that is signed by the ISO-NE, the DPUC, or a regulated distribution company with a generator for the provision of electric supply in exchange for a pre-established series of payments that cover the full costs of operation.

"CPR Rules for Non-Administered Arbitration" shall mean the latest rules regarding arbitration available from the International Institute of Conflict Prevention & Resolution, or its successor.

"Credit Rating" means the rating assigned to a Party's or Qualified Institution's unsecured senior long-term debt obligations (not supported by third party credit enhancements) or if a Party does not have a rating for its senior unsecured long-term debt, then one rating notch below the rating then assigned to the Party as an issuer and/or corporate credit rating by S&P, Moody's, or Fitch. If there are split ratings, the lowest of the Credit Ratings will apply.

"Day-Ahead Energy Market" refers to the hourly day-ahead energy market currently operated by ISO-NE, or any successor market thereto.

"Day Ahead Locational Marginal Price" refers to the hourly energy market clearing price in the ISO-NE Day-Ahead Energy Market.

"Defaulting Party" has the meaning set forth in Section 8.6 of this Agreement.

"De-list Bid" takes the meaning as defined in the Settlement Agreement whereby Capacity being bid into the Forward Capacity Market can effectively be removed from the Forward Capacity Market.

"De-listed" shall mean that a resource submitted, and ISO-NE accepted, a De-list Bid in the FCM.

"Deliverable" shall mean that the Facility is electrically interconnected to the ISO-NE System and that the electrical output of the Facility is anticipated to flow to the benefit of Connecticut load during transmission network peak loading conditions, as analyzed by ISO-NE, or a competent third party acceptable to the DPUC.

"Disclosing Party" shall have the meaning set forth in Section 12.11 of this Agreement.

"DPUC" means the Connecticut Department of Public Utility Control, or any successor thereto.

"Early Termination Date" has the meaning set forth in Section 8.6 of this Agreement.

"Early Termination Payment " has the meaning set forth in Section 8.7 of this Agreement.

"Effective Date" shall have the meaning set forth in Section 5 of this Agreement.

"Escrow" shall refer to a deposit account held in a Qualified Institution bearing interest equal to 2% above a Qualified Institution's prime rate.

"Event of Default" has the meaning set forth in Article 8 of this Agreement.

"Execution Date" refers to the later of (i) the date on which both Parties execute this Agreement or (ii) the date on which the second of the Parties executes this Agreement in the event that both Parties were unable to execute the Agreement on the same date, as set forth in the preamble to this Agreement.

"Existing Capacity" takes the meaning that is defined in the Settlement Agreement.

"Export Bid" shall take the meaning that is defined in the Settlement Agreement.

"Facility" is defined as all land, rights of way, Units and related equipment and facilities of the electric generating plants to be or being constructed by the Supplier on site in connection with the Units. The Facility shall include, without limitation, the Units and all auxiliary equipment and facilities installed at the plant necessary or used for production, control, delivery or monitoring of electricity produced on the Site by such Units.

"FCA Market Price" shall take the meaning set forth in Section 6.3 of this Agreement.

"Federal Power Act" means the Federal Power Act, 16 U.S.C. §§ 791 et seq, as amended from time to time.

"Federally Mandated Congestion Charges" or "FMCCs" have the meaning set forth in Conn. Gen. Stat. § 16-1 (a) (41), as it may be amended, supplemented, clarified, or interpreted from time to time by the Connecticut General Assembly, and the DPUC.

"FERC" means the Federal Energy Regulatory Commission, or any successor thereto.

"Financial Participant" shall refer to the term used under the Bankruptcy Code, pursuant to 11 U.S.C 11 § 101 (22A), as it may be amended from time to time.

"Financing Parties" means the lending institutions (including any trustee or agent on behalf of such institutions) providing financing or refinancing, any other credit enhancement or interest rate hedging products to the Supplier for the acquisition, construction, ownership, operation, maintenance, or leasing of the Facility.

"Fitch" means Fitch Investor's Service, Inc., or its successor.

"Force Majeure" means an event or circumstance, such as natural catastrophes, terrorism, war, riots, or acts of God, that (i) prevents one Party from performing its obligations under this Agreement; (ii) is not within the reasonable control of, or the result of the negligence of, the Claiming Party; and, (iii) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid, or cause to be avoided; provided, however, notwithstanding the foregoing, none of the following events or circumstances will constitute Force Majeure: (a) the loss or failure of Supplier's Fuel supply, except when caused by Force Majeure; (b) Supplier's ability to

sell Capacity at a price greater than the price set out in Article 6; (c) the breakdown of Supplier's plant and/or equipment, except when caused by Force Majeure; (d) an occurrence or an event that merely increases the costs of, or causes an economic hardship to, a Party; and (e) Buyer's ability to procure the supply of Capacity at a price lower than that set forth in Article 6 to this Agreement.

"Forward Capacity Auction" or "FCA" refers to the annual auction that will be held in the Forward Capacity Market, or any successor auction thereto, but does not include the Reconfiguration Auctions of the FCM.

"Forward Capacity Market" or "FCM" refers to the capacity market that is being established by ISO-NE pursuant to the Settlement Agreement, and any successor market thereto.

"Forward Reserve Auction" or "FRA" refers to the semi-annual auction that will be held in the Locational Forward Reserve Market, and any successor auction thereto.

"Fuel" means any fuel used to start or operate the generating Facility. The type of Fuel used by this Facility is specified in Exhibit C to this Agreement.

"GADS" means the Generating Availability Data System ("GADS"), which is managed by NERC and which collects, records, and retrieves operating information from generators.

"Government Agency" means any federal, state, local territorial or municipal government body; any governmental, judicial, regulatory or administrative department, agency, commission, board, bureau, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory, or taxing authority or power, including any independent system operator or any control operator, or any court or governmental tribunal.

"Indemnified Party" has the meaning set forth in Section 12.9 of this Agreement.

"Indemnifying Party" has the meaning set forth in Section 12.9 of this Agreement.

"Initial Notice" has the meaning set forth in Section 12.10 of this Agreement.

"Interconnection Agreement" refers to the contracts that each new generation Facility must sign with ISO-NE and/or with the entity that owns the transmission or distribution facilities with which such new Facility interconnects in order to interconnect to the New England electricity network, as specified by ISO-NE rules on interconnections and the ISO-NE Tariff.

"Investment Grade Rating" means a Credit Rating of "Baa3" or better from Moody's, and "BBB-" or better from S&P or Fitch. If there are split ratings, the lowest of the Credit Ratings will apply.

"ISO New England" or "ISO-NE" shall have the meaning that is set forth in the ISO-NE Tariff, or any successor thereto.

"ISO-NE Billing Policy" means Exhibit 1D of ISO-NE Tariff, or any successor thereto.

"ISO-NE Documents" collectively include the ISO-NE System Rules, the ISO-NE Tariff, the Market Rules, ISO-NE Manuals, ISO-NE proceedings and policies, the Participants Agreement, and the Second Restated NEPOOL Agreement.

"ISO-NE Manuals" mean the manuals issued by ISO-NE explaining rules and procedures for the New England wholesale electric power markets and bulk power system, including Market Rule 1 and the ISO-NE Tariff, as it may be amended from time to time, and any successors thereto.

"ISO-NE Markets" refers to all markets currently operated by ISO-NE, and any successor markets thereto, and any additional markets that may be developed by ISO-NE in the future.

"ISO-NE System" or "System" shall refer to the electricity network and wholesale market operated by ISO-NE.

"ISO-NE System Rules" has the same meaning as the defined term "ISO New England System Rules" in Section III of the ISO-NE Tariff, or any successor thereto.

"ISO-NE Tariff" means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, as may be amended from time to time, or any successor tariff accepted by FERC.

"Key Milestone Event" has the meaning set forth in Section 2.5(a) of this Agreement.

"kW" shall mean a kilowatt or kilowatts.

"Law" or "Laws" shall mean all laws, rules, regulations, codes, injunctions, judgments, orders, decrees, rulings, interpretations, constitutions, ordinances, common law, or treaty, of a Government Agency.

"Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank. Requirements for qualified Letters of Credit under this Agreement are described in Article 10 of this Agreement.

"Load Zone" shall refer to the load zones used in ISO-NE for the purpose of the FCM and for settlement of load obligations in the Day-Ahead Energy Market.

"Local Sourcing Requirement" shall take the meaning that is defined in the Settlement Agreement.

"Locational Forward Reserve Market" or "LFRM" refers to the ISO-NE market for procuring locational forward reserves, or any successor market thereto.

"Market Based Rate Authorization" refers to the FERC process authorized pursuant to Section 203 of the Federal Power Act granting generators the right to sell energy, capacity, and/or ancillary services at market based rates.

"Market Change" means any change in the ISO-NE Tariff, including without limitation Section III thereto, Market Rule 1 – Standard Market Design, as well as any other significant and material change to the Market Rules or the operation of the ISO-NE Markets.

"Market Rule 1" means Section III of the ISO-NE Tariff, or any successor tariff accepted or approved by FERC.

"Market Rules" means the market rules established by ISO-NE for the operation of the ISO-NE Markets including but not limited to the Forward Capacity Market, the Locational Forward Reserve Market, and the Day-Ahead Energy Market.

"Milestone Date" refers to the date by which a specific Milestone Event shall be completed, as laid out in Exhibit B to this Agreement.

"Milestone Event" refers to the end of each phase of Facility development, culminating in the Facility's Commercial Operation. Milestone Events under this Agreement are provided in Exhibit B to this Agreement.

"Monthly Contract Price" is defined in Section 6.3 of this Agreement.

"Monthly Contract Price for FCM" is defined in Section 6.3 of this Agreement.

"Monthly Contract Price for LFRM" is defined in Section 6.3 of this Agreement.

"Monthly Payment Amount" is defined in Section 6.3 of this Agreement.

"Moody's" means Moody's Investors Service or its successor.

"MW" shall mean a megawatt or megawatts.

"NEPOOL" means the New England Power Pool, which is the power pool created by and operated pursuant to the provisions of the Second Restated NEPOOL Agreement, or any successor to the New England Power Pool.

"New Capacity" takes the meaning that is defined in the Settlement Agreement.

"New England Control Area" is as defined in the ISO-NE Tariff.

"Non-Claiming Party" shall mean the counterparty under this Agreement to the Claiming Party.

"Non-Defaulting Party" shall have the meaning set forth in Section 8.6 of this Agreement.

"Non-Disclosing Party" shall have the meaning set forth in Section 12.11 of this Agreement.

"Non-Paying Party" shall have the meaning set forth in Section 6.8(c) of this Agreement.

"North American Electric Reliability Council" or "NERC" means the North American Electric Reliability Council or any successor organization.

"Off-peak Day-Ahead Locational Marginal Price" refers to hourly energy market clearing prices during off-peak hours in the ISO-NE Day-Ahead Energy Market, as defined by ISO-NE.

"On-peak Day-Ahead Locational Marginal Price refers to hourly energy market clearing prices during on-peak hours in the ISO-NE Day-Ahead Energy Market, as defined by ISO-NE

"Original FCM Contract Quantity" shall refer to the FCM Contract Quantity that was specified in the Supplier's Proposal and was listed in Exhibit D at the Execution Date, as may be adjusted pursuant to Section 2.5(d) of this Agreement.

"Original LFRM Contract Quantity" shall refer to the LFRM Contract Quantity that was specified in the Supplier's Proposal and was listed in Exhibit D at the Execution Date, as may be adjusted pursuant to Section 2.5(d) of this Agreement.

"Out of Market Bid" takes the meaning that is defined in the Settlement Agreement.

"Participants Agreement" means the "Participants Agreement among ISO-NE as the Regional Transmission Organization for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants" dated as of February 1, 2005, as may be amended from time to time, or any successor thereto accepted by FERC.

"Parties" collectively means both the Supplier and the Buyer.

"Party" means either the Supplier or the Buyer.

"Paying Party" is defined in Section 6.8(c) of this Agreement.

"Peak Energy Rents" or "PER" takes the meaning that is defined in the Settlement Agreement.

"Period Hours" shall have the meaning of all hours in a specified period of time.

"Permits" means all siting, environmental, and local municipal permits and/or approvals that must be obtained in order for a generation Facility to begin or continue operations in the state of Connecticut.

"Person" means a natural person, firm, trust, partnership, limited partnership, limited liability company, or corporation (with or without share capital), joint venture, sole proprietorship, governmental entity, or other entity of any kind.

"Point of Interconnection" refers to the point on the electricity network at which the Facility interconnects to the electricity network, and is listed in Exhibit A for this Agreement.

"Project Security Deposit" refers to the security deposit that the Supplier provided during the competitive solicitation process that resulted in this Agreement. The Project Security Deposit for

all generation projects is U.S. Dollars 25 per kW for each kW of the Original FCM Contract Quantity.

"Proposal" shall refer to the proposal submitted by the Supplier to the DPUC under the DPUC's competitive solicitation process to encourage the development of new or incremental Capacity in the state of Connecticut which resulted in this Agreement.

"Prudent Utility Practice" means the practices, methods, and acts recognized as good engineering practices applicable to the design, building, and operation of electric generating Facilities of similar type, size and capacity, and that at a particular time, in the exercise of reasonable judgment in light of the facts known or that shall reasonably have been known at the time a decision was made, will have been expected to accomplish the desired result in a manner consistent with applicable Law, Permits, equipment manufacturer's recommendations, reliability, safety, environmental protection, and the Supplier's obligations under this Agreement. With respect to the Facility, Prudent Utility Practice includes (but is not limited to) taking reasonable steps to ensure that:

equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;

sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly (taking into account manufacturers' guidelines and specifications as well as interconnected electric system status), efficiently, and in coordination with the Buyer and ISO-NE and are capable of responding to emergencies as well as normal conditions;

preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

appropriate monitoring and testing are performed to ensure equipment is functioning as designed and will be expected to function properly during normal, abnormal and emergency conditions;

equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, the interconnected system, or contrary to Laws or Permits or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAr) loading, frequency, synchronization, and/or control system limits; and

equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function as designed over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal conditions and conditions involving an emergency.

"Qualified Capacity" shall take the meaning from the Settlement Agreement.

"Qualified Institution" means a commercial bank or trust company with (i) a Credit Rating of at least (a) "A" by S&P and "A2" by Moody's, if such entity is rated by both S&P and Moody's or (b) "A" by S&P or "A2" by Moody's, if such entity is rated by either S&P or Moody's but not both, and (ii) having a capital surplus of at least $10,000,000,000.

"Ramp Rate" is defined as a Facility's capability to increase or decrease energy output after start-up, synchronization to the system, and technically required hold generation "set" points, for operation between minimum load and maximum continuous rating, as defined in ISO-NE Manuals, as it may be amended from time to time.

"Reconfiguration Auction" shall take the meaning from the Settlement Agreement.

"Reliability Must Run Contracts" or "RMRs" refer to cost-of-service contracts that are signed with generators by ISO-NE for reliability purposes and approved by FERC.

"Renewable Attribute" refers to any renewable attribute that the Facility may possess, including but not limited to renewable energy credits, Connecticut class III attributes, and low emissions attributes.

"Replacement Price" means the price at which the Buyer, acting in a commercially reasonable manner, purchases or could have purchased Capacity equal to the amount of Capacity that was otherwise not provided by the Supplier in accordance with this Agreement, plus costs reasonably incurred by the Buyer in purchasing such replacement Capacity. Any applicable market prices, including prices in Reconfiguration Auctions, shall be deemed to be commercially reasonable prices for purposes of this definition.

"Representatives" has the meaning set forth in Section 12.11 of this Agreement.

"Resale Price" means the price at which the Supplier, acting in a commercial reasonable manner, sells or could have sold Capacity equal to the amount of Capacity that was otherwise not purchased by the Buyer in accordance with this Agreement, plus costs reasonably incurred by the Supplier in selling such Capacity. Any applicable market prices, including prices in Reconfiguration Auctions, shall be deemed to be commercially reasonable prices for the purposes of this definition.

"S&P" means Standard & Poor's Rating Group, a division of McGraw-Hill, Inc., and its successors.

"Second Restated NEPOOL Agreement" or ("SRNA") refers to the operating agreement that outlines NEPOOL's governance, which was made effective February 1, 2005, or any successor document thereto approved by FERC.

"Settlement Agreement" refers to the settlement on ISO-NE's Forward Capacity Market filed with the FERC on March 6, 2006 under Docket Nos. ER03-563-000, ER03-563-030, and ER03-563-055, including (i) any successor agreements thereto approved by FERC and (ii) any terms,

provisions and conditions in the ISO-NE Documents or Law that interpret, implement, clarify, settle, amend, or expand upon the terms of the Settlement Agreement or any FERC-approved successor agreement thereto.

"Settlement Amount" means the amount calculated in accordance with Section 8.7 of this Agreement.

"Site" shall mean those parcels of real estate and rights of way on or by which the Facility is or will be located.

"Summer Seasonal Claimed Capability" refers to the maximum dependable load carrying ability (in MW, to three (3) decimal places) of generating units in the summer, excluding Capacity required for station use, as determined by ISO-NE in their Claimed Capability Audits or in a technically similar process acceptable to the DPUC.

"Supplier" refers to the entity that pursuant to this Agreement is assuming the obligations of bidding in a specified quantity of Capacity into the ISO-NE Markets for the Term of this Agreement.

"Target Availability" refers to the percentage Availability (for a particular Contract Year) that the Supplier has committed under the terms of this Agreement to maintaining the Facility over the period of a given Contract Year, reflecting adjustments for forced outages and planned maintenance, as stated in Exhibit C to this Agreement.

"Tax" or "Taxes" means all taxes that are currently or may in the future be assessed on any products or services that are the subject of this Agreement.

"Term" has the meaning set forth in Article 5 in this Agreement.

"Term Commencement Date" is defined in Section 5.2 of this Agreement.

"Term Termination Date" means the earlier of the date on which (i) this Agreement expires, which will be the day before the Term Commencement Date plus the number of years in the Term, or (ii) the date upon which a Party terminates this Agreement in accordance with the provisions of the Agreement.

"Transition Payment" means the fixed payments for which capacity resources are eligible during the Transition Period under Section VIII of the Settlement Agreement.

"Transition Period" means the time period between December 1, 2006 and the currently anticipated completion day of the Transition Period on May 30, 2010, pursuant to the terms of the Settlement Agreement.

"Unit(s)" means the physical units(s) of the Facility supporting the Supplier's bidding of Capacity pursuant to the terms of this Agreement.

Article 2 Facility Description and Supplier's Obligations during Development and Construction

2.1 Summary of Facility Development and Construction

(a) The Supplier shall construct, own, operate, and maintain the Facility, which shall consist of a combustion turbine having an Original FCM Contract Quantity of 95.7 MW, the technology of which complies with the eligibility criteria established by the Act. Exhibit A provides a detailed description of the Facility, including identification of all the equipment and components.

(b) The Supplier shall at no time after the Execution Date of this Agreement modify, vary, or amend in any respect any of the features or specifications of the Facility in described in Exhibit A, in particular any changes affecting the Facility's Original FCM Contract Quantity, Availability, level of environmental emissions, or operating efficiency in such a way as will materially and adversely affect the Supplier's ability to perform its obligations under this Agreement, or which changes the economic balance of this Agreement, as defined by the anticipated payments relative to anticipated benefits under this Agreement for each Party as of the Execution Date, except as provided for in Section 2.1(d) of this Agreement.

(c) The Supplier may make immaterial changes to the Facility as long as such immaterial changes do not have an adverse impact on the Supplier's ability to fulfill its obligations under this Agreement. The Supplier must notify the Buyer of any such immaterial changes by providing written notice within thirty (30) calendar days of the immaterial change. The Buyer shall amend this Agreement as needed, send the amended Agreement to the Supplier, and file the amended Agreement with the DPUC within thirty (30) calendar days of the date on which written notice was sent by the Supplier regarding such immaterial changes.

(d) If the Supplier seeks to change any features or specifications of the Facility in Exhibit A in a manner that is material, but which will not adversely affect the Supplier's ability to perform its obligations under this Agreement, the Supplier must submit written notification about such changes and their potential impact on Supplier performance to the Buyer. The Buyer will have thirty (30) calendar days from the date on which the notice was sent to review the Supplier's proposed changes to Exhibit A. The Buyer may object to the Supplier's proposed modifications to the features or specifications of the Facility if the Buyer determines that the proposed changes will adversely affect the Supplier's ability to perform its obligations under this Agreement. If there is a disagreement between the Buyer and the Supplier concerning any such changes requested by the Supplier, then such dispute shall be subject to the dispute resolution procedures outlined in Section 12.10 of this Agreement. If the Buyer does not issue a written objection to the proposed changes to the Supplier within thirty (30) calendar days, the proposed change will be automatically approved and the Supplier shall provide an amended Exhibit A to the Buyer and the DPUC within five (5) Business Days.

2.2 Location

(a) The Facility shall be interconnected to the System such that the Facility's Original FCM Contract Quantity shall be counted as a Connecticut resource, and, specifically, a Qualified Capacity resource to meet Connecticut's Local Sourcing Requirement in the FCM over the Term of the Agreement.

(b) The physical address of the Facility is 725 Bank Street, Waterbury, CT. A scaled map that identifies the location of the Facility, the location of the Point of Interconnection, and the location of the important ancillary and interconnection facilities is included in Exhibit A.

2.3 General Design of Facility

The Supplier shall construct the Facility according to Prudent Utility Practice, meeting ISO-NE's interconnection standards, the ISO-NE Documents, and all other applicable Laws and Permits. The Supplier shall ensure that the Facility is designed, engineered and constructed to operate in accordance with the requirements of this Agreement from the Effective Date until the end of the Term.

2.4 Interconnection

(a) The Supplier shall assume responsibility for and bear all costs and expenses of the generator interconnection process for the Facility that are imposed in accordance with (i) the ISO-NE Documents, (ii) applicable Laws, including all the costs of any interconnection studies, and (iii) all other interconnection-related costs associated with, or triggered by, the Supplier's Facility.

(b) The Supplier shall be responsible for negotiating, entering into, and performing its obligations under the Interconnection Agreement.

2.5 Milestones for Commercial Operation

The Supplier acknowledges that time is of the essence to the Buyer with respect to attaining Commercial Operation of the Facility by the corresponding Milestone Date set out in Exhibit B, and agrees:

(a) that each of the Milestone Events as described in Exhibit B to this Agreement shall be achieved in a timely manner and by its corresponding Milestone Date. The Supplier will provide written notice to the Buyer and the DPUC substantiating and certifying the completion of each Milestone Event (or, if not completed, providing a status report and expected completion date) no later than five (5) Business Days after the Milestone Date;

(b) that, subject to Section 9.2(c), each of the "Key Milestone Events," (which are Milestone Events that are starred with an asterisk in Exhibit B to this Agreement) shall be achieved in a timely manner and by its corresponding Milestone Date, failing which the Supplier

shall pay to the Buyer within five (5) Business Days after receipt of an invoice from the Buyer, as liquidated damages, a sum of money equal to U.S. Dollars 5 per MW multiplied by the Original FCM Contract Quantity (MW) for each calendar day after the applicable Milestone Date, until the corresponding Milestone Event has been achieved. However, if Commercial Operation is achieved on or before the Milestone Date for Commercial Operation listed in Exhibit B hereto, then all such liquidated damages for delays prior to Commercial Operation paid by the Supplier shall be refunded to the Supplier, plus any interest that has accrued on said amount while said amount was held in an Escrow account;

(c) that, subject to Section 9.2(c), Commercial Operation shall be achieved by the Milestone Date for Commercial Operation listed in Exhibit B hereto, failing which the Supplier shall pay to the Buyer on or before five (5) Business Days after receipt of an invoice from the Buyer, as liquidated damages, an amount equal to U.S. Dollars 150 per MW multiplied by the Original FCM Contract Quantity (MW), for each calendar day after the anticipated Milestone Date for Commercial Operation listed in Exhibit B hereto until Commercial Operation has been achieved or until 90 calendar days has expired, as set forth in Section 8.1(d)a;

(d) that, using a methodology consistent with ISO-NE's approach for verifying a resource's Summer Seasonal Claimed Capability, the Supplier must demonstrate that the Facility's Summer Seasonal Claimed Capability is equal to or more than the Original FCM Contract Quantity (MW) (and, if relevant, its Original LFRM Contract Quantity) at the date of Commercial Operation, or, in the case of a Facility that is already in operation, the Effective Date.

a. If the Facility's Summer Seasonal Claimed Capability is equal to or exceeds the Original FCM Contract Quantity (and, if relevant, the Original LFRM Contract Quantity), the Confirmed FCM Contract Quantity shall equal the Original FCM Contract Quantity and, if relevant, the Confirmed LFRM Contract Quantity shall equal the Original LFRM Contract Quantity.

b. The Supplier shall have thirty (30) calendar days to cure any deficiency in the Facility's Summer Seasonal Claimed Capability, failing which the Supplier shall pay to the Buyer on or before five (5) Business Days after receipt of an invoice from the Buyer, as liquidated damages, a sum of money equal to U.S. Dollar 450 per kW multiplied by the deficiency between the Summer Seasonal Claimed Capability and the Original FCM Contract Quantity (and, if relevant, the Original LFRM Contract Quantity).

c. If the Supplier cannot demonstrate that the Summer Seasonal Claimed Capability of the Facility is equal to or more than the Original FCM Contract Quantity (and, if relevant, the Original LFRM Contract Quantity) within this thirty (30) calendar day cure period, and provided that the Supplier has paid to the Buyer all of the liquidated damages required by this Subsection 2.5(d), the Confirmed FCM Contract Quantity (and, if relevant, the Confirmed LFRM Contract Quantity) shall be set equal to the demonstrated Summer Seasonal Claimed Capability. The

Supplier will provide notice immediately to the DPUC and the Buyer of the Confirmed FCM Contract Quantity (and, if relevant, the Confirmed LFRM Contract Quantity).

(e) that damages set out in Sections 2.5(b) and 2.5(c) will not apply if the delay is due to (i) a Force Majeure event; (ii) a material breach by the Buyer of its obligations under this Agreement, pursuant to Article 4; (iii) a delay in obtaining regulatory approval from the Department of Environmental Protection or the Connecticut Siting Council (or any other relevant Government Agency), which was not caused by the Supplier, by the Supplier's failure to perform a required task, or otherwise not the fault of the Supplier or his agent; or (iv) an appeal to the DPUC Decision approving the executed contracts in Docket No. 05-07-14PH02;

a. If there is no delay, the Supplier will provide the Buyer and the DPUC with written notification and supporting documentation of having obtained all required regulatory approvals within two (2) Business Days of the Milestone Date.

b. If there is a delay as described in Section 2.5(e) that is not the result of delay on the part of the Supplier or the fault of the Supplier, the Supplier will provide written notice of the delay and its cause to the Buyer and to the DPUC within two (2) Business Days of the Milestone Date, requesting that the DPUC exempt it from paying the associated liquidated damages. If the DPUC (in its discretion) accepts this explanation and issues its acceptance in writing within thirty (30) calendar days of the written notice of the delay, the Supplier will be exempt from any damages under Section 2.5(b) and 2.5(c). Otherwise, the Supplier will be required to pay all damages under Section 2.5(b) and 2.5(c). The DPUC's determination under this Section 2.5(e) b. is not subject to the dispute resolution guidelines listed in Section 12.10.

(f) Each Party acknowledges and agrees with respect to the liquidated damages in Sections 2.5(b), 2.5(c), and 2.5(d) that:

a. the actual damage expected as a result of the Supplier's breach of these requirements would be substantial;

b. both Parties intend that the Supplier would pay the specified liquidated damages amount for such a breach;

c. this amount of damages is not a penalty;

d. the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer would sustain if the Supplier breaches this provision;

e. the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and,

f. such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements.

2.6 Requirements for Commercial Operation

The Facility will be deemed to have achieved Commercial Operation at the point in time when:

(a) The Supplier (i) has completed its Interconnection Agreement with ISO-NE and FERC has accepted the Interconnection Agreement and (ii) has provided the Buyer and DPUC with copies of the filed Interconnection Agreement with FERC.

(b) The interconnection of the Facility to the ISO-NE System has been completed in accordance with the Interconnection Agreement, and Supplier has provided Buyer and the DPUC with a true copy of written confirmation from ISO-NE confirming that interconnection service is available at the Point of Interconnection.

(c) The Buyer has received a certificate addressed to it from an independent professional engineer, knowledgeable in power facility construction and duly qualified to practice engineering in Connecticut. The Supplier's EPC contractor can serve as an independent engineer as long as the EPC contractor is not the Supplier, subject to the Buyer's approval. The certificate shall be procured at the expense of the Supplier, and shall state that:

a. the Facility has been completed in all material respects excepting punch list items that do not materially and adversely affect the ability of the Supplier to operate the Facility in accordance with, and perform its obligations under, the provisions of this Agreement;

b. the Facility in its current form is capable of operating reliably as a part of the ISO-NE interconnected system, and that the Facility is able to perform according to the terms described in Exhibit C to this Agreement.

c. if the Supplier commits to participating in the LFRM in accordance with Section 3.1(b) of this Agreement, the certificate must specify that the Facility meets all requirements in the Market Rules for LFRM, as laid out in ISO-NE Manual 11 Section 2.5.5, as it may be amended from time to time. The Supplier has certified that the Facility is ready to begin Commercial Operation and has provided the documentation to the Buyer and the DPUC resulting from the Facility's operational test, and any other relevant documentation from ISO-NE allowing it to begin Commercial Operation of the Facility, including but not limited to I.3.9 confirmation from the ISO-NE Reliability Committee regarding approval of generation entry and Supplier submission to ISO-NE of the Asset Registration Form, as well as the results of an ISO-NE Claimed Capability Audit for the purpose of determining the Facility's Summer Seasonal Claimed Capability.

(e) The Supplier has obtained and submitted to the Buyer certificates of insurance evidencing the coverages required by Section 2.8 of this Agreement.

(f) A duly authorized officer of the Supplier familiar with the Facility must submit to the Buyer and the DPUC an affidavit stating that all Permits to construct and/or operate the Facility have been obtained in compliance with applicable Law and this Agreement by the Suppler (at the Supplier's sole cost and expense) and are in full force and effect, and that Supplier is in compliance with the terms and conditions of this Agreement and said Permits in all material respects.

(g) For each natural gas-fired Facility, the Supplier has submitted documentation acceptable to the Buyer and the DPUC demonstrating that the Supplier has configured the Facility to be capable of burning an alternative Fuel other than natural gas.

a. Each natural-gas fired Facility will be required to maintain a certain amount of alternative (non-natural gas) Fuel on-site. This amount will be the greater of:

i. the equivalent required for maintaining operations at the Facility's Summer Seasonal Claimed Capability and annual average capacity factor for a minimum of five (5) consecutive calendar days, up to a maximum of eighty (80) consecutive hours; or,

ii. the equivalent amount required to operate at the Facility's Summer Seasonal Claimed Capability for forty (40) consecutive hours.

b. For the purpose of determining how much alternative non-natural gas fired Fuel a natural gas-fired Facility must keep on-site pursuant to this Section 2.6(g), a Facility's capacity factor should be estimated using the following approach:

i. For a Facility's first year of Commercial Operation, its capacity factor shall be set equal to the capacity factor of all other New England natural gas-fired units with a similar technology and heat rate, as averaged over the previous twelve (12) months. The Supplier shall provide an estimate of this proxy capacity factor, along with the underlying data and assumptions, to the Buyer, who shall approve the calculation or require specific corrections within five (5) Business Days.

ii. For a Facility that has been in Commercial Operation for more than one full calendar year, its capacity factor shall be set equal to its actual capacity factor averaged over the previous twelve (12) months.

c. Supplier must keep the specified amount of alternative (non-natural gas) Fuel on-site from November 1 through April 1 of each Contract Year.

d. If the Supplier can not meet the alternative (non-natural gas) Fuel requirement (due to Department of Environmental Protection restrictions or zoning limitations):

i. it must demonstrate to the DPUC in its Proposal in the RFP process that resulted in this Agreement that its inability to meet this requirement is (1)

real and verifiable and (2) due to no action or inaction on the Supplier's part.

ii. the Supplier must store the maximum amount of alternative fuel allowed on-site and must have a firm transport contract for the remaining amount of alternative (non-natural gas) Fuel, which the Supplier must own.

e. The Supplier must provide documentation to the DPUC and the Buyer demonstrating (i) that it has the required Permits to burn such an alternative (non-natural gas) Fuel; and, (ii) that it has contracts to refill on-site storage when alternate Fuel is spent. The Supplier must update this documentation annually, as specified in Section 3.4(f) of this Agreement.

f. If the Buyer has a good faith, reasonable basis to believe that the Supplier's plans will not meet the requirements of this Section 2.6(g), or that the original or updated documentation provided by the Supplier does not provide enough information upon which to make such an assessment, the Buyer will provide a written notice to the Supplier requesting additional information within thirty (30) calendar days of the original or updated documentation submission by the Supplier. The Supplier will have an additional fifteen (15) calendar days to provide the needed additional information. If the Supplier fails to provide such information, the Buyer will issue a written notice to the Supplier stating that liquidated damages will be incurred by the Supplier within fifteen (15) calendar days of the effective date of the notice if the Supplier cannot demonstrate its compliance with this Section 2.6(g) of this Agreement. Such liquidated damages will be equal to the cost of acquiring the total amount of alternative (non-natural gas) Fuel that is deficient at then spot market prices multiplied by 1/30 payable for each calendar day that the Supplier does not fully meet the requirements of this Section 2.6(g), as estimated by the Buyer. Once thirty (30) calendar days have expired, this shall be considered a Supplier Event of Default. Each Party acknowledges and agrees with respect to these liquidated damages that: (i) the actual damage expected as a result of the Supplier's breach of these requirements will be substantial, but such damages are uncertain in amount and/or difficult to ascertain; (ii) both Parties intend that the Supplier will pay the specified liquidated damages amount for such a breach; (iii) this amount of damages is not a penalty; (iv) the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer will sustain if the Supplier breaches this provision; (v) the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and (vi) such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements.

(h) The Buyer shall provide commercially reasonable assistance in supporting the Supplier's efforts to attain Commercial Operation on a timely basis, and shall provide any documents or information that the Supplier may reasonably request that are necessary for the Facility to attain Commercial Operation.

2.7 Progress Reports During Design and Construction; Buyer's ability to view and confirm Supplier Tests and Milestones

(a) By the fifteenth (15th) day of each January, April, July, October of each Contract Year following the Effective Date of this Agreement and continuing until the Commercial Operation Date, the Supplier shall provide the Buyer and the DPUC with quarterly progress reports in a form agreed to by the Parties describing the status of efforts made by the Supplier to meet each Milestone Date and the progress of the design and construction work. At the DPUC's or the Buyer's request, the Supplier shall provide an opportunity for the Buyer to meet with appropriate personnel of the Supplier to discuss and assess the contents of any such quarterly progress report.

(b) With respect to each Milestone Event and test that this Agreement requires the Supplier to complete, the Buyer or its designated agent shall have (i) the right (but not the obligation) to obtain access to the Site, the Facility, and relevant Supplier records (accompanied by an employee or representative of the Supplier) to confirm that each such Milestone Event has been achieved and/or that each Milestone Event complies with the applicable requirements of this Agreement, and (ii) the right to receive prior notice of, and an opportunity to view, each test the Supplier is required to perform pursuant to this Agreement.

2.8 Insurance Covenants

(a) The Supplier hereby agrees to put in effect and maintain, or cause its contractors and subcontractors, where appropriate, to maintain from the commencement of construction of the Facility to the end of the Term, at its own cost and expense, with insurers reasonably acceptable to the Buyer and authorized to underwrite insurance in the state of Connecticut, all the necessary and appropriate insurance that a prudent Person in the business of the Supplier (developing, constructing, and operating an electric generating facility) will maintain, including the following:

a. "all-risk" property insurance covering property of every description, in the joint names of at least the Supplier and its principal contractors, insuring not less than the full replacement value of the Facility. During the construction of the Facility until the Commercial Operation Date, the policy shall include as additional insureds all subcontractors, but only as their interest may appear.

b. boiler and machinery insurance, if applicable, in protecting the interest of the Supplier and its principal contractors, and anyone having an ownership interest in the property in question, as their respective interests may appear, insuring not less than the full replacement value of the boilers, machinery, pressure vessels, service supply objects and other insurable objects forming part of the Facility.

c. commercial general liability insurance covering death, bodily injury and property damage and other types of damage that may be caused to third parties as a result of the Supplier's activities in connection with the Facility or performance of its obligations under this Agreement, and

d. environmental / pollution liability insurance, providing coverage for any third party claims for bodily injury, property damage and clean-up for pollution and environmental incidents arising out of the construction, operation or maintenance of the Facility.

(b) The Supplier shall provide the Buyer with proof of the insurance required in this Section 2.8 in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, on or before the commencement of construction of the Facility, and renewal or replacements on or before the expiration of any such insurance. Buyer shall be named as an "additional insured" party on the insurance policy. Each such certificate of insurance shall require the insurance carrier and/or insurance broker to provide the Buyer with thirty (30) calendar days prior notice in the event of any material change, cancellation, or failure to renew the insurance coverage required by this Section 2.8.

Article 3 Supplier's Obligations after Commercial Operation of the Facility

3.1 New England Market participation

(a) The Supplier warrants that the Facility's Confirmed FCM Contract Quantity will participate in the Forward Capacity Market and in the Day-Ahead Energy Market, as required by the rules for the FCM.

(b) The Supplier warrants that the Facility's Confirmed LFRM Contract Quantity will participate in the Locational Forward Reserve Market. The Facility's Confirmed LFRM Contract Quantity must be equal to or less than the Facility's Confirmed FCM Contract Quantity.

(c) The Supplier represents, warrants, and covenants that the Facility will be capable of fully participating in the ISO-NE Markets referred to in Section 3.1(a) and 3.1(b), based on the design of the Facility and the Facility's compliance with the technical qualifications in current ISO-NE Documents. If the Supplier is unable to participate in ISO-NE Markets due to events including but not limited to the termination of its membership, suspension of membership rights, or the termination of its Market Participant Service Agreement, the Supplier must pay to Buyer liquidated damages representing the Replacement Price of the products that the Supplier would otherwise have supplied into the ISO-NE Markets for the period until a cure is achieved, pursuant to Section 8.1(c)b. Each Party acknowledges and agrees with respect to such liquidated damages that (i) the actual damage expected as a result of the Supplier's breach of these requirements would be substantial; (ii) both Parties intend that the Supplier would pay the specified liquidated damages amount for such a breach; (iii) this amount of damages is not a penalty; (iv) the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer would sustain if the Supplier breaches this provision; (v) the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and (vi) such liquidated damages shall be

the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements.

(d) The Supplier further represents, warrants, and covenants that the Confirmed FCM Contract Quantity will participate in the selected ISO-NE Markets throughout the Term as specified in Section 6.2 of this Agreement in accordance with all relevant requirements under the ISO-NE Documents.

(e) The Supplier shall not seek or enter into a Reliability Must Run Contract or a Cost of Service Agreement or any similar arrangement with another third party, ISO-NE, or any Government Agency for any of the Summer Seasonal Claimed Capability of the Facility during the Term of the Agreement.

(f) The provisions in this Agreement do not preclude the Supplier from entering into a bilateral contract to sell its energy from this Facility or any Capacity from the Facility in excess of its Confirmed FCM Contract Quantity, as long as it meets all of its obligations under this Agreement.

(g) The Supplier retains any Renewable Attributes including but not limited to other environmental and/or emissions credits associated with the Facility to use at its sole discretion.

(h) The Supplier must request and ensure that ISO-NE issues monthly invoices that are itemized for the Confirmed FCM Contract Quantity.

3.2 Terms of participation by Facility in the Forward Capacity Market

(a) The Supplier will file, if it has not already done so, any required materials by ISO-NE within two (2) Business Days of the Effective Date of this Agreement to have the Original FCM Contract Quantity from the Facility qualify for the Supplier's first Forward Capacity Auction and each subsequent FCA. The costs of qualifying with ISO-NE are the responsibility of the Supplier.

(b) The Facility must be listed as a Qualified Capacity resource to meet Connecticut's Local Sourcing Requirement in the FCM during the Term of the Agreement.

(c) The Facility's Confirmed FCM Contract Quantity is required to participate in each Commitment Period over the entire Term of this Agreement.

(d) If, after the Commercial Operation Date, the Facility's Summer Seasonal Claimed Capability decreases to a level at which it is less than the Confirmed FCM Contract Quantity for non-Force Majeure related reasons:

a. If the reduction in Confirmed FCM Contract Quantity is less than or equal to 3% of the Confirmed FCM Contract Quantity, the Confirmed FCM Contract Quantity is automatically reduced through an addendum to this Agreement for the purposes of settlement under Article 6 until the Facility's Summer Seasonal

Claimed Capability can be re-tested in accordance with ISO-NE procedures and the Confirmed FCM Contract Quantity is restored.

b. If the reduction in Confirmed FCM Contract Quantity is more than 3% of the Confirmed FCM Contract Quantity, the Supplier shall have twenty-one (21) calendar days to cure before incurring liquidated damages. As of the twenty-second (22nd) day after the Facility's Summer Seasonal Claimed Capability decreased below the Confirmed FCM Contract Quantity level, the Supplier shall pay to the Buyer liquidated damages equal to the positive difference (if any) between the Replacement Price for the foregone Confirmed FCM Contract Quantity (Confirmed FCM Contract Quantity minus Summer Seasonal Claimed Capability) and the amount that Buyer would have paid hereunder during the period from the calendar day when the Summer Seasonal Claimed Capability decreased to a level below the Confirmed FCM Contract Quantity until the calendar day that such deficiency is cured, which must be less than forty-five (45) calendar days in total, from the calendar day when the Summer Seasonal Claimed Capability decreased to level below the Confirmed FCM Contract Quantity. As of the forty-sixth (46th) calendar day after the Summer Seasonal Claimed Capability decreased, (1) the Supplier shall pay to the Buyer liquidated damages on a monthly basis equal to the positive difference (if any) between the Replacement Price for the foregone Confirmed FCM Contract Quantity (Confirmed FCM Contract Quantity minus Summer Seasonal Claimed Capability) and the amount that Buyer would have paid hereunder until the Confirmed FCM Contract Quantity level is restored, and (2) the Confirmed FCM Contract Quantity will be reduced through an addendum to this Agreement for the purposes of settlement under Article 6 until the Facility's Summer Seasonal Claimed Capability can be re-tested in accordance with ISO-NE procedures and the Confirmed FCM Contract Quantity level is restored.

c. Each Party acknowledges and agrees with respect to the liquidated damages pursuant to Section 3.2(d) that:

   i. the actual damage expected as a result of the Supplier's breach of these requirements will be substantial, but such damages are uncertain in amount and/or difficult to ascertain;

   ii. both Parties intend that the Supplier will pay the specified liquidated damages amount for such a breach;

   iii. this amount of damages is not a penalty;

   iv. the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer will sustain if the Supplier breaches this provision;

   v. the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and

vi. such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements

(e) If, after the Commercial Operation Date, the Facility's Summer Seasonal Claimed Capability decreases to a level at which it is less than the Confirmed LFRM Contract Quantity for non-Force Majeure related reasons:

a. If the reduction in Confirmed LFRM Contract Quantity is less than or equal to 3% of the Confirmed LFRM Contract Quantity, the Confirmed LFRM Contract Quantity is automatically reduced through an addendum to this Agreement for the purposes of settlement under Article 6 until the Facility's Summer Seasonal Claimed Capability can be re-tested in accordance with ISO-NE procedures and the Confirmed LFRM Contract Quantity is restored.

b. If the reduction in Confirmed LFRM Contract Quantity is more than 3% of the Confirmed LFRM Contract Quantity, the Supplier shall have twenty-one (21) calendar days to cure before incurring liquidated damages. As of the twenty-second (22nd) day after the Facility's Summer Seasonal Claimed Capability decreased below the Confirmed LFRM Contract Quantity level, the Supplier shall pay to the Buyer liquidated damages equal to the positive difference (if any) between the Replacement Price for the foregone Confirmed LFRM Contract Quantity (Confirmed LFRM Contract Quantity minus Summer Seasonal Claimed Capability) and the amount that Buyer would have paid hereunder during the period from the calendar day when the Summer Seasonal Claimed Capability decreased to a level below the Confirmed LFRM Contract Quantity until the calendar day that such deficiency is cured, which must be less than forty-five (45) calendar days in total, from the calendar day when the Summer Seasonal Claimed Capability decreased to level below the Confirmed LFRM Contract Quantity. As of the forty-sixth (46th) calendar day after the Summer Seasonal Claimed Capability decreased, (i) the Supplier shall pay to the Buyer liquidated damages on a monthly basis equal to the positive difference (if any) between the Replacement Price for the foregone Confirmed LFRM Contract Quantity (Confirmed LFRM Contract Quantity minus Summer Seasonal Claimed Capability) and the amount that Buyer would have paid hereunder until the Confirmed LFRM Contract Quantity level is restored, and (ii) the Confirmed LFRM Contract Quantity will be reduced through an addendum to this Agreement for the purposes of settlement under Article 6 until the Facility's Summer Seasonal Claimed Capability can be re-tested in accordance with ISO-NE procedures and the Confirmed LFRM Contract Quantity level is restored.

c. Each Party acknowledges and agrees with respect to the liquidated damages pursuant to Section 3.2(e) that:

i. the actual damage expected as a result of the Supplier's breach of these requirements will be substantial, but such damages are uncertain in amount and/or difficult to ascertain;

ii. both Parties intend that the Supplier will pay the specified liquidated damages amount for such a breach;

iii. this amount of damages is not a penalty;

iv. the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer will sustain if the Supplier breaches this provision;

v. the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and,

vi. such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements.

(f) The Supplier must not undertake any actions, or neglect to perform any required actions, such that any portion of its Confirmed FCM Contract Quantity no longer counts toward meeting the Local Sourcing Requirement in the state of Connecticut over the Term of this Agreement.

(g) The Supplier must not undertake any actions, or neglect to perform any required actions, such that energy from any portion of its Confirmed FCM Contract Quantity is not Deliverable in the state of Connecticut over the Term of this Agreement.

(h) The Supplier cannot submit a De-List Bid for the Confirmed FCM Contract Quantity in the FCA, unless otherwise approved by the DPUC in writing. The Supplier must bid accordingly to ensure the Confirmed FCM Contract Quantity is not partially, dynamically, or permanently De-listed from the FCA, unless otherwise approved by the DPUC. Such approval can be sought by the Supplier or the Buyer by requesting it in writing from the DPUC at least one-hundred and twenty (120) calendar days in advance of the qualifications deadline[s] for the FCA in which the Supplier would like to submit a De-List Bid. Once the DPUC approves a request to submit a De-List Bid, the Supplier must bid accordingly in the next FCA. The DPUC's determination under this Section 3.2(h) is not subject to the dispute resolution guidelines listed in Section 12.10.

(i) The Supplier shall not submit an Export Bid for any portion of the Confirmed FCM Contract Quantity in the FCA, unless the DPUC provides prior written approval. Such approval can be sought by the Supplier or the Buyer by requesting it in writing from the DPUC at least one-hundred and twenty (120) calendar days in advance of the qualifications deadline[s] for the FCA in which the Supplier would like to submit a Export Bid. Once the DPUC approves a request to submit an Export Bid, the Supplier

must bid accordingly in the next FCA. The DPUC's decision under this Section 3.2(i) is not subject to the dispute resolution guidelines listed in Section 12.10.

(j) The Supplier will receive and retain all payments, and be responsible for paying all expenses resulting from the sale of its Confirmed FCM Contract Quantity into the FCM. The risk associated with whether or not the Supplier's Confirmed FCM Contract Quantity is eligible for participation in, or receives payment from, the Forward Capacity Market is borne by the Supplier.

(k) The Supplier shall be responsible for any costs or charges imposed on or associated with its Confirmed FCM Contract Quantity, the Confirmed LFRM Contract Quantity of Capacity, if applicable, or the delivery of energy from such Confirmed FCM Contract Quantity.

3.3 Bidding requirements

(a) The Supplier must comply with all applicable Market Rules and will take on the market risk for the Confirmed FCM Contract Quantity participating in the ISO-NE Markets in accordance with the terms of this Agreement during the Term of this Agreement.

(b) The Supplier shall follow the bidding requirements in this Section 3.3(b) of the Agreement for each of the ISO-NE Markets in which the Supplier is contractually obligated to participate pursuant to Section 3.1(a) and 3.1(b) for the Term of this Agreement.

a. Forward Capacity Market (FCM):

i. In the first FCA for the Facility, the Supplier must qualify the Facility as Existing Capacity if eligible pursuant to FCM rules and offer the Confirmed FCM Contract Quantity of Capacity from the Facility into the FCA for a one-year term. If the Facility is not eligible to participate in the FCA as Existing Capacity, it must participate as New Capacity and bid such that it is not setting the Capacity Clearing Price.

ii. In each subsequent FCA for the remainder of the Term, the Supplier must bid the Confirmed FCM Contract Quantity such that it is not setting the Capacity Clearing Price, except for instances allowed by the DPUC pursuant to Sections 3.2(h) and 3.2(i).

b. Locational Forward Reserve Market (LFRM): If pursuant to Section 3.1(b), the Supplier has elected to participate in the LFRM, the Supplier must offer its Confirmed LFRM Contract Quantity from the Facility into the FRA such that it is not setting the Auction Clearing Price in the FRA. The Buyer shall assess the Supplier's FRA bidding, once actual bidding data is publicly available. If the Supplier set the Auction Clearing Price in the FRA, Buyer shall invoice the Supplier for the difference between the Auction Clearing Price and the

next lowest priced accepted FRA offer, multiplied by the Confirmed LFRM Contract Quantity as liquidated damages for not complying with the bidding requirements pursuant to this Subsection 3.3(b)b. Each Party acknowledges and agrees with respect to the liquidated damages pursuant to Section 3.3(b)b that:

i. the actual damage expected as a result of the Supplier's breach of these requirements will be substantial, but such damages are uncertain in amount and/or difficult to ascertain;

ii. both Parties intend that the Supplier will pay the specified liquidated damages amount for such a breach;

iii. this amount of damages is not a penalty;

iv. the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer will sustain if the Supplier breaches this provision;

v. the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and

vi. such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements

c. Day-Ahead Energy Market: The Supplier must offer to sell energy into the Day-Ahead Energy Market at competitive price levels.

(b) The Supplier may not withhold generation resources from the Facility from any ISO-NE Market in which it has elected to participate either through its bidding behavior or by falsely declaring resources to be unavailable, as per the guidelines used by the ISO-NE in assessing and mitigating market power.

(c) The Supplier must submit all bidding documentation regarding the Confirmed FCM Contract Quantity it provides to ISO-NE to the Buyer and the DPUC demonstrating its compliance with these bidding requirements for the FCA and LFRM as well as an affidavit each Contract Year from a duly authorized officer of the Supplier attesting to compliance with Section 3.3(b) of this Agreement. Bidding data documentation must be sent to the Buyer and the DPUC the same day that it is submitted to ISO-NE, unless compliance with federal law (excluding ISO-NE Billing Policy) requires a delay in the sharing of such information. If Supplier fails to submit this documentation on a timely basis for reasons other than compliance with federal law, the Buyer will withhold 50% of all payments until such time that the documentation has been provided. Such withholding shall not qualify as an Event of Default by Buyer and shall not suspend the performance obligations of the Supplier.

(d) If any of the documentation provided by the Supplier to the DPUC and the Buyer pursuant to Section 3.3(c) is inaccurate, the Supplier will have ten (10) Business Days from the discovery of such inaccuracy to provide the DPUC and the Buyer with corrected documentation.

3.4 Operations and Performance Requirements

(a) During Commercial Operation, the Supplier shall agree to operate and maintain the Facility according to Prudent Utility Practice, consistent with ISO-NE's interconnection standards, and in accordance with the Interconnection Agreement, all Permits and requirements of Law applicable to the Facility.

(b) At all times during Commercial Operation, the Supplier shall be responsible for all performance requirements mandated by the ISO-NE Documents, including performance requirements (and payment of penalties, if any) associated with the ISO-NE Markets, and successors thereto, that the Supplier is contractually obligated to participate in (pursuant to Section 3.1(a)and 3.1(b) of this Agreement).

(c) The Supplier must maintain its warranted Target Availability for the Facility throughout the Term of the Agreement.

a. The Supplier must provide to the Buyer and the DPUC a copy of the monthly GADS data on the same day that the Supplier is required to provide the data to ISO-NE.

b. The Facility must maintain the level of Target Availability for the given Contract Year as is listed in Exhibit C.

c. The Buyer will assess the Facility's Actual Availability on a rolling annual average for a two-year period basis based on the GADS data provided to the Buyer and the DPUC by the Supplier by dividing the number of hours in the previous two Contract Years that the Facility was Available (Available Hours) by the total number of hours in the previous two Contract Years (Period Hours), excluding hours where performance was prevented due to Force Majeure. For the first year of Commercial Operation, Actual Availability will be assessed using only that first year of data. If the Supplier's Actual Availability on average over the previous Contract Year is more than 5% below the Target Availability for that Contract Year and warranted by the Supplier in the annual Target Availability schedule listed in Exhibit C, and the Supplier selected Option 1 in Section 6.1 or Option 2 in Section 6.1 where the Original LFRM Contract Quantity constitutes less than 50% of the Original FCM Contract Quantity, the Supplier will pay liquidated damages to the Buyer, according to Section 3.4 (c)d. below.

d. The Availability Deficiency will be calculated as shown in the formula below (in Section 3.4(c)d.ii). Note that these damages are independent from any other liquidated damages or penalties that the Supplier may pay to ISO-NE for

availability or performance issues, which are used to adjust the Monthly Payment Amount pursuant to Section 6.4 of this Agreement.

i. Availability Deficiency = Actual Availability – (Target Availability - 5%)

ii. If Availability Deficiency is less than zero, the Supplier must pay the Buyer liquidated damages equal to the product of (i) the difference between the annual average On-peak Day-Ahead Locational Marginal Price and the annual average Off-peak Day-Ahead Locational Marginal Price (calculated using an arithmetic average for the Connecticut Load Zone) for the relevant two-year period, (ii) the Availability Deficiency expressed as a percentage, (iii) Confirmed FCM Contract Quantity, and (iv) the number of Period Hours in previous Contract Year.

e. If a Force Majeure event affects the Facility's Actual Availability in a material manner (which shall be defined as a decrease of more than 5% from the Target Availability), the Supplier must send written notification in accordance with Article 9 of this Agreement to the Buyer and to the DPUC, providing documentation about the said Force Majeure event, and requesting an exception to the liquidated damages resulting from the Availability Deficiency. The Supplier must pursue negotiations with the Buyer regarding this issue, and should the Buyer and Supplier not be able to resolve the issue bilaterally, they should follow the guidelines set forth in Section 12.10 of this Agreement.

f. Each Party acknowledges and agrees with respect to the liquidated damages pursuant to Section 3.4(c)d.ii. that:

i. the actual damage expected as a result of the Supplier's breach of these requirements would be substantial;

ii. both Parties intend that the Supplier would pay the specified liquidated damages amount for such a breach;

iii. this amount of damages is not a penalty;

iv. the amount of damages is reasonable in the sense that it is not disproportionate to the damages the Parties expect that the Buyer would sustain if the Supplier breaches this provision;

v. the amount of liquidated damages is a genuine pre-estimate of the loss that the Buyer will incur; and,

vi. such liquidated damages shall be the sole damages to which the Buyer shall be entitled as a result of the Supplier's breach of these requirements.

(d) The Supplier shall demonstrate that it has maintained the Facility's heat rate in accordance with the terms of this Agreement by conducting a heat rate test on an annual

basis. This heat rate test will show that the Facility's thermal efficiency (otherwise known as the heat rate of the Facility) has not fallen more than 10% below the rate warranted by the Supplier in its Proposal, listed in Exhibit C.

a. The Supplier shall schedule to conduct the initial heat rate test within the first ninety (90) calendar days of attaining Commercial Operation. An independent engineer shall conduct or supervise the initial heat rate test. The Supplier's EPC contractor may serve as the independent engineer as long as the EPC contractor is not the Supplier, if approved by the Buyer.

b. Following the Execution Date, each subsequent heat rate test must be completed not sooner than ten (10) months or later than thirteen (13) months from the previous heat rate test.

c. Test procedures shall be consistent with the American Society of Mechanical Engineers Performance Test Code 46, as may be amended or supplemented, and must be submitted to the Buyer for approval not less than sixty (60) calendar days prior to conducting the initial heat rate test. Buyer shall either approve the submitted test procedure, or using reasonable judgment consistent with Prudent Utility Practice, provide a written notification of deficiencies in the proposed procedure to Supplier by not less than twenty (20) calendar days prior to the initial heat rate test. Supplier shall correct the listed deficiencies to the satisfaction of the Buyer.

d. Supplier shall provide the results of each heat rate test to Buyer and the DPUC not more than two (2) Business Days after completion of each heat rate test performed after the Execution Date. If the tested heat rate is greater than heat rate listed in Exhibit C to this Agreement for the specific Site and atmospheric conditions at the Facility during the test by more than 10%, this shall constitute a Supplier Event of Default as set forth in Article 8 if not cured within the ninety (90) calendar day cure period.

(e) The Supplier does not bear the risk of changes to the ISO-NE transmission system that are beyond Supplier's control and which may result in the Facility no longer qualifying for Connecticut's Local Sourcing Requirement.

(f) The Supplier must submit documentation on an annual basis to the Buyer and the DPUC to demonstrate its continued compliance with Section 2.6(g). The Supplier must provide this written documentation no later than thirty (30) calendar days after the end of each Contract Year. To the extent that such documentation shows non-compliance, the Buyer may issue a notice of to the Supplier regarding liquidated damages pursuant to Section 2.6(g)f.

3.5 Other covenants of the Supplier

(a) The Supplier shall comply with applicable Law and the procedures, rules and regulations of ISO-NE and the requirements of the ISO-NE Documents.

(b) The Supplier, or its agent, will apply for and maintain its Market-based Rate Authorization with FERC.

(c) The Supplier will comply in full with all relevant and applicable FERC requirements.

(d) The Supplier must give the Buyer and the DPUC thirty (30) calendar days' notice before it would receive additional state-approved or federal-approved ratepayer funding ("Additional Ratepayer Funding") for the operation of the Facility and must submit all information regarding the Additional Ratepayer Funding to the Buyer and the DPUC at the time of notice.

a. Such Additional Ratepayer Funding includes but is not limited to the Conservation & Load Management Fund, the Connecticut Clean Energy Fund, and any additional funding authorized by the Energy Independence Act, except the RFP process that resulted in this Agreement.

b. Upon the DPUC's receipt of a notice that the Supplier shall receive Additional Ratepayer Funding, the DPUC shall instruct the Buyer and the Supplier to reduce the amount of payments owed from the Buyer to the Supplier by an amount equal to the Additional Ratepayer Funding. The structure of such payment reductions will be determined by the DPUC based on the nature of and structure of Additional Ratepayer Funding.

c. The Supplier agrees that the DPUC can reduce compensation to the Supplier under the terms of this Agreement such that total ratepayer funding for the Facility does not exceed the total amount payable to the Supplier anticipated under this Agreement.

(e) The Supplier must keep separate financial records for the Confirmed FCM Contract Quantity, including quarterly profit and loss and balance sheet statements.

(f) Once the Facility has reached Commercial Operation, cumulative liquidated damages excluding liquidated damages incurred prior to Commercial Operation and excluding the Early Termination Payment, under this Agreement shall be capped at U.S. Dollars 300 per kW of Confirmed FCM Contract Quantity. Once cumulative liquidated damages exceed U.S. Dollars 300 per kW of Confirmed FCM Contract Quantity, the Buyer will have the option to declare a Supplier Event of Default with no cure.

Article 4 Buyer's Obligations

4.1 Payment to Supplier

(a) The Buyer shall pay the Supplier and the Supplier shall pay the Buyer the amounts due according to Article 6, as the case may be, in accordance with the terms of this Agreement based on the amount of Confirmed FCM Contract Quantity (as may be amended from time to time), and, if applicable, the Confirmed LFRM Contract Quantity

(as may be amended from time to time), and the Call Option Contract Quantity from the Facility bid into each ISO-NE Market.

(b) The Buyer shall not take title to or risk of loss to any products or services generated, delivered, or sold by the Facility.

4.2 Certain approvals required

(a) Supplier acknowledges that the Buyer's obligations under this Agreement shall be of no force and effect until the Effective Date of this Agreement.

(b) Notwithstanding Section 4.2(a) above, the Buyer agrees to release the Supplier from this Agreement if a DPUC approval is not obtained within one-hundred and eighty (180) calendar days of the Execution Date if the Supplier does not choose to continue to wait for DPUC approval, and the entire Project Security Deposit shall be returned forthwith, including any interest accrued on said Project Security Deposit.

(c) If the Supplier agrees to wait for DPUC approval after one-hundred and eighty (180) calendar days has elapsed, the FCM Annual Contract Price, the LFRM Annual Contract Price (if relevant), and the Annual Call Option Supplemental Capacity Payment (if relevant) will be escalated by the Handy-Whitman Index of Public Utility Construction Costs for the period of time between the deadline for the submission of financial bids during the procurement process and the one-hundred and eightieth (180^{th}) calendar day after the Execution Date. These revised figures will constitute the new FCM Annual Contract Price, the LFRM Annual Contract Price (if relevant), and the Annual Call Option Supplemental Capacity Payment. The Buyer agrees to release the Supplier from this Agreement if DPUC approval is not obtained three-hundred and sixty (360) calendar days after the Execution Date, and the entire Project Security Deposit shall be returned forthwith, including any interest accrued on said Project Security Deposit.

4.3 Other obligations for the Buyer

(a) The Buyer shall comply with all applicable ISO-NE Market Rules.

(b) The Buyer shall comply with all of its obligations under this Agreement.

(c) Using the information and documentation provided to it by the Supplier, the Buyer shall assess Supplier performance as directed in this Agreement.

(d) The Buyer is responsible for communicating in writing any problems or insufficiency in performance of the Supplier to the DPUC within five (5) Business Days of following Buyer's discovery thereof. The Buyer shall request direction for treatment for any such problems or insufficiency from the DPUC, unless treatment is detailed under this Agreement.

(e) The Buyer shall comply with all requirements listed in the Code of Conduct, which is attached to this Agreement as Exhibit E.

(f) The Buyer acknowledges that the payments it receives from the Supplier, including any liquidated damages and/or Early Termination Payments, are for the benefit of and should be credited back to Connecticut ratepayers.

Article 5 Term

5.1 Execution Date and Effective Date

(a) This Agreement is executed on the Execution Date.

(b) This Agreement shall become effective as of the day of the DPUC Decision in Docket No. 07-04-24, approving this Agreement (hereinafter, the "Effective Date").

5.2 Term

(a) The Term of this Agreement shall be 10 years from the Commercial Operation Date (as described in Supplier's Proposal), unless this Agreement is terminated earlier pursuant to Article 8 of this Agreement.

(b) The first day of the Term is the "Term Commencement Date."

Article 6 Payment Terms and Billing

6.1 Election of Settlement Reference for Capacity

(a) The Buyer agrees to pay the Supplier and the Supplier agrees to pay the Buyer, as the case may be, the amounts determined pursuant to the terms of Article 6 of this Agreement for the Term of this Agreement.

(b) The Annual Contract Prices in this Agreement will be settled against (only one option can be marked as selected):

Option 1: ___ ___ the Market Price in the FCM only ("Option 1")

Option 2: ___X___ the Market Price in the FCM and the LFRM ("Option 2")

6.2 Schedule of Annual Contract Prices for Capacity

(a) The Annual Contract Price for the FCM and the Confirmed FCM Contract Quantity under Option 1 and both the FCM and the LFRM Annual Contract Price and the Confirmed FCM Contract Quantity and the Confirmed LFRM Contract Quantity under Option 2 are presented in the table below for each Contract Year of the Term of this Agreement, based on the Proposal submitted by Supplier, and the Milestone Date for the Commercial Operation Date set out by the Supplier in Exhibit B. If Option 2 was

selected by the Supplier in Section 6.1, annual contract prices and contract quantities are provided for both the FCM and the LFRM.

(b) The annual contract prices and the contract quantities for settlement against the FCM and the LFRM (if relevant) set forth below are the result of a competitive bid solicitation and shall apply for the entire Term. As provided for in Section 3.2(d) and 3.2(e) of this Agreement, the contract quantities listed below may be amended from time to time under certain circumstances.

Confidential Information

6.3 Determination of Monthly Payment Amount for Capacity

(a) If Option 1 is selected:

a. The "Monthly Contract Price for FCM" shall be denominated in $/kW-month and shall be equal to 1/12th of the Annual Contract Price for FCM (pro-rated for any partial months during the Term) for the Contract Year for the relevant calendar month, as specified in the table in Section 6.2(b) of this Agreement.

b. The "FCA Market Price" will be equal to (i) Transition Period fixed payments prior to the Commitment Period of the first FCA, expressed in $/kW-month, for the duration of the Transition Period or (ii) the Capacity Clearing Price from the applicable annual FCA (pro-rated for any partial months during the Term) for the Contract Year once the Transition Period is complete. The Capacity Clearing Price from the FCA will be based on published values from ISO-NE in the relevant month.

c. Under Option 1, the "Monthly Payment Amount" will be the difference between the prevailing Monthly Contract Price for FCM and the relevant FCA Market Price, multiplied by the Confirmed FCM Contract Quantity, as described in the formula below:

Monthly Payment Amount = (Monthly Contract Price for FCM - FCA Market Price) * Confirmed FCM Contract Quantity

i. If the Monthly Payment Amount is positive (i.e., the Monthly Contract Price for FCM is greater than the FCA Market Price), then the Buyer will pay the Supplier the difference between the Monthly Contract Price for FCM and FCA Market Price, multiplied by the Confirmed FCM Contract Quantity for that month.

ii. If the Monthly Payment Amount is negative (i.e., the Monthly Contract Price for FCM is less than the FCA Market Price), then the Supplier will pay the Buyer the difference between the FCA Market Price and the Monthly Contract Price for FCM, multiplied by the Confirmed FCM Contract Quantity for that month.

iii. If the Monthly Payment Amount is zero, then no payments are due to either Party.

(b) If Option 2 is selected:

a. The "Monthly Contract Price for FCM" shall be denominated in $/kW-month and shall be equal to 1/12th of the Annual Contract Price for FCM (pro-rated for any partial months during the Term) for the Contract Year for the relevant calendar month, as specified in the table in Section 6.2.

b. The "Monthly Contract Price for LFRM" shall be denominated in $/kW-month (prorated for any partial months in the Term) and shall be equal to 1/12th of the Annual Contract Price for LFRM for the Contract Year for the relevant calendar month, as specified in the table in Section 6.2(b).

c. The "FCA Market Price" will be equal to (i) Transition Period fixed payments expressed $/kW-month prior to the first FCA for the duration of the Transition Period or (ii) the Capacity Clearing Price from the applicable annual FCA (pro-rated for any partial months in the Term) once the Transition Period is complete. The Capacity Clearing Price from the FCA will be based on published values from ISO-NE in the relevant month.

d. The "LFRM Market Price" will be equal to the Auction Clearing Price in $/kW-month from the applicable Forward Reserve Auction less the applicable FCA Market Price. The Auction Clearing Price will be based on published values from ISO-NE in the relevant month.

e. Under Option 2, the "Monthly Payment Amount" will be:

i. The sum of (1) The Monthly Contract Price for FCM minus the FCA Market Price, multiplied by the Confirmed FCM Contract Quantity for that month; and (2) the Monthly Contract Price for LFRM minus the LFRM Market Price, multiplied by the Confirmed LFRM Contract Quantity for that month, as described in the formula below:

Monthly Payment Amount = [(Monthly Contract Price for FCM - FCA Market Price) * Confirmed FCM Contract Quantity] + [(Monthly Contract Price for LFRM – LFRM Market Price) * Confirmed LFRM Contract Quantity]

ii. If the Monthly Payment Amount is positive, the Buyer pays the Supplier.

iii. If the Monthly Payment Amount is negative, the Supplier pays the Buyer.

iv. If the Monthly Payment Amount is zero, then no payments are due to either Party.

6.4 Adjustments to Monthly Payment Amount for Capacity

(a) If there is a delay in the Commercial Operation Date of no more than twenty-nine (29) calendar days, the Monthly Payment Amount will be reduced on a pro-rata basis, calculated by the number of days the Facility is not yet in operation over the number of days in the month it was originally intended to be in service. This will be a one-time adjustment to reflect the delay in the Commercial Operation Date. Liquidated damages for the delay, as described in Section 2.5 of this Agreement, will also be applied.

(b) The Parties acknowledge that the Buyer shall not pay for FCM Capacity or LFRM Capacity (if relevant) that ISO-NE deems was not made available up to the performance standards required by ISO-NE Market Rules. An Adjustment Ratio shall be used to adjust Monthly Payment Amounts such that the Monthly Payment Amounts factor in ISO-NE availability or other performance penalties.

(c) The Adjustment Ratio will be calculated by adding actual ISO-NE payments to the Supplier based on the Supplier's Confirmed FCM Contract Quantity (and, if relevant, its Confirmed LFRM Contract Quantity) plus any PER adjustments made by ISO-NE and dividing that total by the payments the Supplier would have expected to receive from ISO-NE if performance was satisfactory given ISO-NE requirements using the formulas set forth below:

a. Under Option 1, this "Adjustment Ratio" will be calculated by taking the actual ISO-NE payment (adding back PER adjustments made by ISO-NE) for participation in the FCM for the previous month divided by the expected ISO-NE payment (based on the Capacity Clearing Price in the applicable FCA) for participation in the FCM for the previous month, as illustrated in the formula below.

Adjustment Ratio = (Actual ISO-NE payment for FCM (adding back any PER adjustments made by ISO-NE) / Expected ISO-NE payment for FCM)

Where:

- Actual ISO-NE payment is equal to the Capacity Clearing Price in FCA for the applicable month times the Confirmed FCM Contract Quantity *minus* any penalties assessed by ISO-NE for that month's performance in the FCM
- Expected ISO-NE payment is equal to the Capacity Clearing Price in the relevant FCA for applicable month times the Confirmed FCM Contract Quantity

b. Under Option 2, the "Adjustment Ratio" will be calculated separately for the FCM and LFRM components. For the FCM component, the Adjustment Ratio will be equal to the actual ISO-NE payment for participation in the FCM for the previous month divided by the expected ISO-NE payment for the Confirmed FCM Contract Quantity (based on the Capacity Clearing Price in the applicable FCA) for participation in the FCM for the previous month (adding back any PER adjustments by ISO-NE). For the LFRM component, the Adjustment Ratio will be equal to the actual ISO-NE payment for participation in the LFRM for the Confirmed LFRM Contract Quantity for the previous month divided by the

expected ISO-NE payment (based on the Auction Clearing Price in the applicable FRA) for participation in the LRFM for the previous month.

Adjustment Ratio for FCM Component = (Actual ISO-NE payment for FCM (adding back any PER adjustments made by ISO-NE)/ Expected ISO-NE payment for FCM)

Where:

- Actual ISO-NE payment is equal to the Capacity Clearing Price in FCA for the applicable month times the Confirmed FCM Contract Quantity *minus* any penalties assessed by ISO-NE for that month's performance in the FCM
- Expected ISO-NE payment is equal to the Capacity Clearing Price in the relevant FCA for applicable month times the Confirmed FCM Contract Quantity

Adjustment Ratio for LFRM Component = (Actual ISO-NE payment for LFRM / Expected ISO-NE payment for LFRM)

Where:

- Actual ISO-NE payment is equal to the Auction Clearing Price in FRA for the applicable month times the Confirmed LFRM Contract Quantity *minus* any penalties assessed by ISO-NE for that month's performance in the LFRM
- Expected ISO-NE payment is equal to the Auction Clearing Price in the relevant FRA for applicable month times the Confirmed LFRM Contract Quantity

c. If the Supplier is making payment to the Buyer, and the Adjustment Ratio is between 0 and 1, the Supplier's payment to the Buyer shall be increased pro rata by the Adjustment Ratio by dividing the Monthly Payment Amount by the Adjustment Ratio, to represent the effective shortfall in contract quantity and resulting loss in Buyer's benefits due to underperformance by the Supplier.

d. If the Buyer is making payment to the Supplier, and the Adjustment Ratio is between 0 and 1, the Buyer's payment to the Supplier shall be reduced pro rata by the Adjustment Ratio by multiplying the Monthly Payment Amount by the Adjustment Ratio, to represent the effective shortfall in contract quantity and resulting loss in Buyer's benefits due to underperformance by the Supplier.

e. If the Adjustment Ratio is less than zero, the Monthly Payment Amount will be reduced to zero.

(d) During the Transition Period, if applicable, the Adjustment Ratio described in Section 6.4(b) above will be calculated pursuant to the performance requirements (and corresponding penalties or other adjustments) imposed by ISO-NE during the Transition Period.

(e) The Supplier must provide the Buyer and the DPUC with a copy of ISO-NE's monthly billing statement regarding the Supplier's activities in the FCM and the LFRM (if applicable) within two (2) Business Days of receipt of such a document. If invoices from ISO-NE's monthly statements are delayed beyond seven (7) Business Days after the end

of a calendar month, adjustments to the Monthly Payment Amount pursuant to Section 6.4(b) above shall be made in the next monthly bill, pursuant to Section 6.8 of this Agreement.

(f) If the Facility's Actual Availability is less than its Target Availability for a relevant period, as set forth in Section 3.4(c), the next Monthly Payment Amount will be adjusted by the liquidated damages described in Section 3.4(c).

(g) If the Supplier must pay liquidated damages as a result of non-compliance with Section 2.6(g), Section 3.2(d) and Section 3.2(e), such damages may be netted against any Monthly Payment Amounts, as appropriate.

6.5 This section intentionally left blank

6.6 Billing Period

As soon as practicable after the end of each month during the Term but not later than thirty (30) Business Days after the end of such month, the Supplier shall provide the Buyer with one bill for the Monthly Payment Amount for Capacity, pursuant to Section 6.3 and Section 6.4. The two Monthly Payment Amounts will be netted to calculate an aggregate Monthly Payment Amount. The bill will include a detailed calculation of the aggregate Monthly Payment Amount for purposes of billing, determined in accordance with the provisions of Article 6 of this Agreement. Depending on the determination of Monthly Payment Amount for Capacity pursuant to Section 6.4, the Buyer will pay to the Supplier or the Supplier will pay the Buyer, as the case may be.

6.7 Timeliness and Form of Payment

(a) All bills submitted pursuant to Section 6.6 shall bear the date of rendering and shall be due and payable on or before the later of: (a) the last Business Day of the month, or (b) twenty (20) Business Days following the date on which the Buyer received the Supplier's bill. Any amount remaining unpaid after such period shall bear interest at the rate set forth in the regulations of FERC for interest payments on refunds.

(b) All payments sent by Buyer to Supplier shall be sent by electronic funds transfer to the bank account specified by the Supplier.

(c) All payments sent by Supplier to Buyer shall be sent by electronic funds transfer to the bank account specified by the Buyer.

6.8 Adjustments of Invoices and Disputes

(a) Each bill rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from any recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements.

(b) Any further revisions to any bill will be reflected as soon as practicable and in accordance with the ISO-NE Billing Policy and the provisions of Article 6 of this Agreement. All refunds or additional payments owed to either Party shall include the payment of interest from the due date in the case of additional payments and from the payment date in the case of refunds, in either case to the date of payment calculated in accordance with the regulations of the FERC applicable to the payment of interest on refunds.

(c) If either Party disputes the amount of any bill, it shall so notify the other Party in writing.

a. If the disputed amount is unrelated to an Event of Default, 50% of the disputed amount will be paid by the paying Party ("Paying Party"), with the remainder held in Escrow for the benefit of the non-paying Party ("Non-Paying Party") until both Parties have resolved the dispute. Once the dispute has been resolved, interest accrued in the Escrow account will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

b. If the disputed amount is related to a Supplier Event of Default, and, the Buyer is the Paying Party:

i. If it is a Supplier Event of Default that has no cure or is an Event of Default that has not been cured within the applicable cure period, then the Buyer shall not pay the disputed amount until the specific Event of Default by Supplier has been cured to the satisfaction of the Buyer, or the dispute has been resolved. Escrow interest accrued in the Escrow account or interest that would have accrued, had payment of a disputed amount been subject to Escrow, will be paid to the Supplier once the Event of Default has been cured, or will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

ii. If the Supplier Event of Default is due to the Supplier's loss of Market Based Ratemaking Authority, 50% of the disputed amount will be paid by the Buyer, with the remainder held in Escrow until this Event of Default has been cured or the dispute has been resolved. Escrow interest accrued in the Escrow account will be paid to the Supplier once the Event of Default has been cured, or will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

c. If the disputed amount is related to a Buyer Event of Default that has no cure or is an Event of Default that has not been cured within thirty (30) calendar days or within the timeframe allotted pursuant to Section 8.5(b), and if the Supplier is the Paying Party, then the Supplier shall not pay the disputed amount until the specific Event of Default by Buyer has been cured to the satisfaction of the

Supplier, or the dispute has been resolved. Escrow interest accrued in the Escrow account will be paid to the Buyer once the Event of Default has been cured, or will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

d. If the non-payment by Buyer arises due a reduction in the Summer Seasonal Claimed Capability of the Facility (as described further in Section 3.2(d) and 3.2(e) of this Agreement), 50% of the adjusted disputed amount will be paid and the remaining 50% will be held in Escrow until the earlier of (1) a cure and reinstatement of the Confirmed FCM Contract Quantity, or (2) the full cure period has expired and the Supplier has paid the Buyer liquidated damages pursuant to Section 3.2(d) and 3.2(e). Escrow interest accrued in the Escrow account will be paid to the Supplier once the Event of Default has been cured, or will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

e. If the Event of Default is related to non-performance of a contract covenant in this Agreement that is itself in dispute and not covered by Sections 6.8(c)a. through 6.8(c)d. above, 50% of the disputed amount will be paid by the Paying Party, with the remainder held in Escrow for the benefit of the Non-Paying Party until both Parties have resolved the dispute. Once the dispute has been resolved, interest accrued in the Escrow account will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

f. For all other issues of billing disputes, 50% of the disputed amount will be paid by the Paying Party, with the remainder held in Escrow for the benefit of the Non-Paying Party until the dispute has been resolved. Once the dispute has been resolved, interest accrued in the Escrow account will be paid on a pro-rata basis to the Buyer and the Supplier relative to the determination regarding the disputed amount.

(d) Neither Party shall have the right to challenge any monthly bill or to bring any court or administrative action of any kind questioning the propriety of any bill after a period of twenty-four (24) months from the date the bill was due; provided, however, that in the case of a bill based on estimates, such twenty-four (24) month period shall run from the due date of the final adjusted bill.

6.9 Payment Obligation with Netting

The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing under this Agreement to each other on the same date, in which case all amounts owed by each Party to the other Party during the monthly billing period under this Agreement, including any related damages, interest, and payments or credits, shall be netted (to the extent possible) so that only the excess amount remaining due shall be paid by the relevant Party.

6.10 Use of Completion and Performance Security for Payment of Invoices

Unless the Buyer notifies the Supplier in writing, and except in connection with liquidation and termination in accordance with Article 8 of this Agreement, all amounts netted pursuant to this Article 6 shall not take into account or include any portion of the Completion and Performance Security, which secures the Supplier's performance under this Agreement.

In the case of non-payment by Supplier, Buyer has the right to monies from the Completion and Performance Security (unless there is a dispute over the billing amount, in which case both Parties shall be guided by Section 6.8(c)) if payment is not made on a timely basis.

Article 7 Representations and Warranties

7.1 Representations of the Supplier

The Supplier represents to the Buyer as follows, and acknowledges that the Buyer is relying on such representations in entering into this Agreement:

(a) The Supplier is a Connecticut limited liability company and is registered or otherwise fully qualified to carry on business in the State of Connecticut, and has the requisite power to enter into this Agreement and to perform its obligations hereunder.

(b) This Agreement has been duly authorized, executed, and delivered by the Supplier and is a valid and binding obligation of the Supplier enforceable in accordance with its terms except as such enforcement may be limited by Bankruptcy.

(c) The execution and delivery of this Agreement by the Supplier and the consummation of the transactions contemplated by this Agreement will not result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of any material obligation of the Supplier under:

a. any contract or obligation to which the Supplier is a party or by which it or its assets may be bound, except for such defaults or conflicts as to which requisite waivers or consents have been obtained;

b. the articles, by-laws or other resolutions of the directors or shareholders of the Supplier;

c. any judgment, decree, order or award of any Government Agency or arbitrator;

d. any license, Permit, approval, consent or authorization held by the Supplier; or

e. any Laws that could reasonably be expected to have a material adverse effect on the Supplier or the performance of the Supplier's obligations under this Agreement.

(d) There is no Bankruptcy, insolvency, reorganization, receivership, seizure, realization, arrangement or other similar proceedings pending against or being contemplated by the Supplier or, to the knowledge of the Supplier, threatened against the Supplier.

(e) There are no actions, suits, proceedings, judgments, rulings or orders by or before any Government Agency or arbitrator, or, to the knowledge of the Supplier, threatened against the Supplier, which could reasonably be expected to have a material adverse effect on the Supplier, or the ability of the Supplier to perform its obligations under this Agreement.

(f) All requirements for the Supplier to make any filing, declaration or registration with, give any notice to or obtain any license, Permit, certificate, registration, authorization, consent or approval of, any Government Agency as a condition to entering into this Agreement have been satisfied.

(g) All statements, specifications, data, confirmations, and information that have been set out in the Exhibits to this Agreement are complete and accurate in all material respects and are hereby restated and reaffirmed by the Supplier as representations made from the Supplier to the Buyer under this Agreement and there is no material information omitted from the Exhibits which makes the information in the Exhibits and this Agreement misleading or inaccurate.

(h) This item intentionally left blank

(i) This item intentionally left blank.

7.2 Representations of the Buyer

The Buyer represents to the Supplier as follows, and acknowledges that the Supplier is relying on such representations in entering into this Agreement:

(a) The Buyer is an electric distribution company regulated by the DPUC and has the requisite power to enter into this Agreement and to perform its obligations hereunder. The executed Agreement, however, is subject to final approval by the DPUC.

(b) This Agreement has been duly authorized, executed, and delivered by the Buyer and is a valid and binding obligation of the Buyer enforceable in accordance with its terms, except as enforcement may be limited by Bankruptcy.

(c) The execution and delivery of this Agreement by the Buyer and the consummation of the transactions contemplated by this Agreement will not result in the breach or

violation of any of the provisions of, or constitute a default under, or conflict with or cause the termination, cancellation or acceleration of any material obligation of the Buyer under:

a. any contract or obligation to which the Buyer is a party or by which it or its assets may be bound, except for such defaults or conflicts as to which requisite waivers or consents have been obtained;

b. the by-laws or resolutions of the directors (or any committee thereof) or shareholder of the Buyer;

c. any judgment, decree, order or award of any Governmental Agency or arbitrator;

d. any license, Permit, approval, consent or authorization held by the Buyer; or

e. any Law that could reasonably expect to have a material adverse effect on the Buyer or the Buyer's performance of its obligations under this Agreement.

(d) There is no Bankruptcy, insolvency, reorganization, receivership, seizure, realization, arrangement or other similar proceedings pending against, or being contemplated by the Buyer or, to the knowledge of the Buyer, threatened against the Buyer.

(e) There are no actions, suits, proceedings, judgments, rulings or orders by or before any Government Agency or arbitrator, or, to the knowledge of the Buyer, threatened against the Buyer that could reasonably expect to have a material adverse effect on the Buyer or the Buyer's ability to perform its obligations under this Agreement, except for any appeals arising from the regulatory approvals of this Agreement unless the Court stays the implementation of the Agreement.

(f) All requirements for the Buyer to make any declaration, filing or registration with, give any notice to or obtain any license, Permit, certificate, registration, authorization, consent or approval of, any regulatory authority as a condition to entering into this Agreement have been satisfied.

Article 8 Events of Default; Remedies

8.1 Events of Default of Supplier

(a) Any of the following shall constitute an Event of Default of Supplier upon its occurrence, with no cure period:

a. The Supplier is no longer eligible to participate in the FCM for any reason other than those described in Section 8.1(b), 8.1(c), and 8.1(d) below.

b. The Facility is not electrically located within the state of Connecticut and no longer qualifies to meet Connecticut's Local Sourcing Requirement, due to an

action of the Supplier or lack of action in instances where action was warranted and the Supplier had the ability to provide such action;

c. The Supplier becomes Bankrupt;

d. The Supplier consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of the Supplier under this Agreement pursuant to an assignment or assumption agreement reasonably satisfactory to the Buyer and the DPUC;

e. Supplier seeks or enters into a Reliability Must Run, a Cost of Service contract, or a similar agreement for any part of the Facility's Capability during the Term of this Agreement;

f. The Supplier's dissolution or liquidation;

g. The sale by Supplier from the Facility to a third party of any part of the Confirmed FCM Contract Quantity;

h. The Supplier does not participate in (i) the FCM if the Supplier selected Option 1 in Section 6.1(b) or (ii) the FCM and the LFRM if the Supplier selected Option 2 in Section 6.1(b).

i. The failure of the Supplier to achieve the Commercial Operation Date and its refusal to pay appropriate liquidated damages as required under Section 2.5(c) of this Agreement;

j. The Supplier intentionally provides false information required by this Agreement or intentionally fails to provide information required by this Agreement on material topics; or,

k. At the Buyer's option, the Supplier exceeds the U.S. Dollar 300 per kW of Confirmed FCM Contract Quantity cap on liquidated damages (excluding liquidated damages incurred before Commercial Operation or the Early Termination Payment) after the Facility reaches Commercial Operation.

(b) Any of the following shall constitute an Event of Default of Supplier if the Supplier has failed to cure such an Event of Default within five (5) Business Days after the date of written notice given by the Buyer:

a. The Supplier fails to maintain the Project Completion and Performance Security, pursuant to Article 10 of this Agreement.

b. The Supplier fails to meet its obligations under Section 12.10 of this Agreement.

(c) Any of the following shall constitute an Event of Default of Supplier if the Supplier has failed to cure such an Event of Default within thirty (30) calendar days after the date of written notice given by the Buyer:

a. The Supplier's failure to comply with any obligation under this Agreement that would result in a material adverse impact on the Buyer;

b. Supplier is unable to participate in the ISO-NE Markets due to events including but not limited to the termination of its membership (or the membership of its agent), or suspension of membership rights or termination of its Market Participants Service Agreement.

c. Supplier fails to submit documentation demonstrating compliance with bidding requirements described in Section 3.3 for two (2) consecutive months; or,

d. Supplier fails to meet requirements of Section 2.6(g).

(d) Any of the following shall constitute an Event of Default of Supplier if Supplier has failed to cure such an Event of Default within ninety (90) calendar days after the date of written notice given by the Buyer.

a. The failure of Supplier to achieve Commercial Operation Date, as long as the Supplier is paying liquidated damages to the Buyer, as required under Section 2.5(c); such cure may be extended an additional six months after the initial ninety (90) calendar day cure period has expired as long as the Supplier is paying liquidated damages to the Buyer and can demonstrate to the Buyer that it is making good faith efforts to achieve Commercial Operation; if the Supplier's delay in meeting its Commercial Operation Date causes it to be unable to participate in the FCM for that Contract Year, the Supplier shall pay as liquidated damages to the Buyer the Replacement Price for such Capacity instead of the liquidated damages required under Section 2.5(c); the clauses of Section 2.5(f) with respect to such alternative payments continue to apply;

b. The Facility's performance on an annual heat rate test falls more than 10% below the threshold level established in Exhibit C;

c. The Supplier loses its Market Based Rate Authorization from FERC, but continues to make payments to Buyer when due, including any applicable liquidated damages; or

d. The Supplier breaches any other covenant or obligation in a material manner in this Agreement not explicitly listed in Sections 8.1(a), 8.1(b) or 8.1(c).

8.2 Remedies available to the Buyer

If there is an Event of Default by Supplier and such Event of Default is not cured in a timely manner by Supplier pursuant to any applicable cure period provided by this Agreement, the

Buyer, with DPUC approval, shall have the right to seek any of the following remedies (or combinations thereof) listed below. The DPUC's determination under this Section 8.2 is not subject to the dispute resolution guidelines listed in Section 12.10.

(a) to designate an "Early Termination Date" pursuant to Section 8.6;

(b) If the Event of Default by Supplier is the voluntary or involuntary filing of a petition commencing a case under the Bankruptcy Code, then the Buyer shall have the right to terminate this Agreement by notice to the Supplier and such termination shall take effect immediately upon issuance of such notice by Buyer to Supplier. The Buyer shall have the right to damages (if any) calculated pursuant to 11 U.S.C § 562, as it may be amended from time to time, and other applicable Law. The Parties agree that each is a Financial Participant for the purposes of the Bankruptcy Code and waive any right to contest the other's status as a Financial Participant in any proceeding under the Bankruptcy Code. The Early Termination Payment, as described in Section 8.7, will not apply in this instance.

(c) withhold any payments due to the Supplier under this Agreement unless the Supplier continues to perform according to its obligations under this Agreement in which case the Buyer must compensate the Supplier for its services according to this Agreement; any payments required from the Buyer to the Supplier for services prior to the Event of Default will be credited to the Buyer in calculating the Early Termination Payment and/or,

(d) exercise any remedy available at Law, in equity, or under this Agreement to the extent an Event of Default shall have occurred and be continuing.

8.3 Financing Parties' Right to Cure Default of Supplier

(a) Supplier shall provide to Buyer and the DPUC a notice identifying the Financing Parties and providing appropriate contact information for the Financing Parties at the Execution Date of this Agreement, and from time to time during the Term, as such information may change. Following the effective date of such notice, the Buyer shall provide prompt notice of any event described in Section 8.1 hereof to the Financing Parties, and the Buyer will accept a cure performed by the Financing Parties, so long as the cure is accomplished within the applicable cure period set forth in Section 8.1 hereof.

(b) Within ten (10) calendar days following effective date of written notice from the Financing Parties of default, or Financing Parties' intent to exercise any remedies, Supplier shall deliver a copy of such notice to Buyer and the DPUC.

8.4 Events of Default by Buyer

(a) Any of the following shall constitute an Event of Default of Buyer with no cure period:

a. Buyer's dissolution or liquidation. If there is a successor to the Buyer, this shall not constitute dissolution or liquidation as long as the successor assumes all the rights and responsibilities of the Buyer under this Agreement; and/or

b. Buyer consolidates or amalgamates with, or merges into or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all the obligations of Buyer under this Agreement pursuant to an assignment or assumption agreement reasonably satisfactory to the DPUC.

(b) The following shall constitute an Event of Default of Buyer if Buyer has failed to cure such an Event of Default within five (5) Business Days after the Buyer receives written notice of such Event of Default from Supplier:

a. Buyer does not meet its obligations under Section 12.10 of this Agreement.

(c) The following shall constitute an Event of Default of Buyer if Buyer has failed to cure such an Event of Default within ten (10) calendar days after the Buyer receives written notice of such Event of Default from Supplier:

a. Buyer's failure to make any payment due hereunder.

(d) Any of the following shall constitute an Event of Default of Buyer if Buyer has failed to cure such an Event of Default within thirty (30) calendar days after Buyer's receipt of written notice of such Event of Default from Supplier:

a. Buyer's failure to comply with any other covenant or obligation under this Agreement that will result in a material adverse impact on Supplier;

b. The Buyer intentionally provides false information required by this Agreement or intentionally fails to provide information required by this Agreement on material topics; or,

c. The Buyer becomes Bankrupt.

8.5 Remedies available to Supplier

(a) If the Credit Rating of the Buyer falls below Investment Grade level (as per the notifications required in Section 12.2), the Supplier can submit a notice to the DPUC, notifying the DPUC of the ***potential*** of an Event of Default. If the DPUC chooses to do so, the DPUC may respond to this notice by facilitating a pre-emptive cure of this ***potential*** Event of Default. The DPUC's determination under this Section 8.5(a) is not subject to the dispute resolution guidelines listed in Section 12.10.

(b) In case of an Event of Default of the Buyer pursuant to Section 8.4(a), the Supplier must also send a written notice thereof to the DPUC. If the DPUC issues a reply notice, this

reply notice will temporarily suspend the Supplier's ability to seek any of the remedies available to the Supplier at Law, in equity, or under this Agreement for a period of ninety (90) calendar days, while the DPUC undertakes by exercise of its statutory authority to facilitate the process of curing the Event of Default of Buyer. During the above-mentioned ninety (90) calendar day period, the Supplier temporarily can withhold any payments due to the Buyer under this Agreement until a cure has been achieved. Once the Event of Default has been cured, the Buyer must be paid in full by the Supplier. The DPUC's determination under this Section 8.5(b) is not subject to the dispute resolution guidelines listed in Section 12.10.

(c) If an uncured Event of Default of Buyer shall have occurred and be continuing, and the DPUC has not effected a cure pursuant to Section 8.5(b) within the allotted cure period, the Supplier shall have the right to seek any of the following remedies (or combinations thereof):

a. designate an "Early Termination Date" pursuant to Section 8.6;

b. withhold any payments due to the Buyer under this Agreement;

c. if the Event of Default by Buyer is the voluntary or involuntary filing of a petition commencing a case under the Bankruptcy Code, then the Supplier shall have the right to terminate this Agreement by notice to the Buyer and such termination shall take effect immediately upon issuance of such notice by Supplier to Buyer. The Supplier shall have the right to damages (if any) calculated pursuant to 11 U.S.C § 562, as it may be amended from time to time, and other applicable Law. The Parties agree that each is a Financial Participant for the purposes of the Bankruptcy Code and waive any right to contest the other's status as a Financial Participant in any proceeding under the Bankruptcy Code. The Early Termination Payment, as described in Section 8.7, will not apply in this instance;

d. suspend performance under this Agreement; and/or

e. exercise any remedy available at Law, in equity, or under this Agreement to the extent an Event of Default has not been timely cured by the Buyer.

8.6 Notice and Declaration of an Early Termination Date

If an Event of Default as set forth in Section 8.1 or Section 8.4, has occurred and is continuing, and any relevant cure period pursuant to Section 8.1 or Section 8.4 has expired, the non-defaulting Party (the "Non-Defaulting Party") shall have the right (i) to notify the defaulting Party (the "Defaulting Party") and to designate a day, no earlier than the effective date of such notice and no later than twenty (20) calendar days after such notice is effective as an early termination date (the "Early Termination Date"); (ii) to request and obtain payment from the Defaulting Party of the Early Termination Payment calculated pursuant to Section 8.7 hereof plus all amounts owed by the Defaulting Party to the Non-Defaulting Party for performance or

non-performance that occurred, arose or accrued prior to the Early Termination Date; and, (iii) to terminate the Agreement between the Parties as of the Early Termination Date.

8.7 Calculation of Early Termination Payment

(a) For all Events of Default other than Bankruptcy as described in Sections 8.2(b) and Section 8.5(c)c., the "Early Termination Payment" will be based on the following "Settlement Amount":

a. if Supplier is the Defaulting Party (and there is no cure achieved pursuant to Section 8.1), the "Settlement Amount" will be equal to the aggregate of:

i. The present value of the (a) positive difference (if any) between the Replacement Price of Capacity (as determined in a commercially reasonable manner by the Buyer) and the Annual Contract Price for FCM multiplied by the (b) Confirmed FCM Contract Quantity for the then-remaining Term of the Agreement;

ii. If applicable, the present value of (a) the positive difference (if any) between the Replacement Price for LFRM (as determined in a commercially reasonable manner by the Buyer) and the Annual Contract Price for LFRM multiplied by (b) the Confirmed LFRM Contract Quantity for the then-remaining Term of the Agreement;

iii. If applicable, the present value of (a) the positive difference (if any) between (1) the positive difference, if any, between the expected future annual average Day-Ahead Locational Marginal Price for the Connecticut Load Zone (as determined in a commercially reasonable manner by the Buyer) and the Strike Price and (2) the Annual Call Option Supplemental Capacity Payment, multiplied by the (b) Call Option Contract Quantity for the then-remaining Term of the Agreement.

iv. The discount rate to be used in the calculation of the Early Termination Payment shall be equal to the discount rate used by the DPUC to evaluate bids in the competitive solicitation process that resulted in this Agreement.

b. If Buyer is the Defaulting Party (and there is no cure achieved pursuant to Section 8.4 and 8.5), the "Settlement Amount" will be equal to the aggregate of:

i. The present value of the (a) positive difference (if any) between the Annual Contract Price for FCM and the Resale Price for Capacity (as determined in a commercially reasonable manner by the Supplier) multiplied by the (b) Confirmed FCM Contract Quantity for the then-remaining Term of the Agreement;

ii. If applicable, the present value of (a) the positive difference (if any) between the Annual Contract Price for LFRM and the Resale Price for LFRM (as determined in a commercially reasonable manner by the Supplier) multiplied by (b) the Confirmed LFRM Contract Quantity for the then-remaining Term of the Agreement;

iii. If applicable, the present value of (a) the positive difference (if any) between (1) the Annual Call Option Supplemental Capacity Payment and (2) the positive difference, if any, between the expected future annual average Day-Ahead Locational Marginal Price for the Connecticut Load Zone (as determined in a commercially reasonable manner by the Supplier) and the Strike Price, multiplied by the (b) Call Option Contract Quantity for the then-remaining Term of the Agreement.

iv. The discount rate to be used in the calculation of the Early Termination Payment shall be equal to the discount rate used by the DPUC to evaluate bids in the competitive solicitation process that resulted in this Agreement.

(b) The Parties must pay one another any outstanding amounts owed.

(c) The Parties further agree that, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party from the Defaulting Party pursuant to Article 10 of this Agreement shall be withdrawn, drawn on, or otherwise collected or netted against the Early Termination Payment and retained by the Non-Defaulting Party.

(d) As soon as practicable after such termination and receipt of security, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Early Termination Payment. The notice shall include a written statement explaining in reasonable detail the calculation of such payment amount. Any amount by which the Early Termination Payment exceeds the funds already received shall be paid by the Defaulting Party if it owes any excess within five (5) Business Days after such notice is effective.

8.8 Disputes with respect to Early Termination Payment

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Early Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of the Non-Defaulting Party's calculation of the Early Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that:

If the Early Termination Payment is due from the Defaulting Party, and the Supplier is the Defaulting Party, then the Defaulting Party shall first transfer the Completion and Performance Security and cash, if needed, in an amount equal to the Early Termination Payment.

If the Early Termination Payment is due from the Defaulting Party and the Buyer is the Defaulting Party, then the Defaulting Party shall transfer cash to the Non-Defaulting Party in an amount equal to the Early Termination Payment.

This clause will be applied in accordance with the dispute resolution guidelines set out in Section 12.10.

Article 9 Force Majeure; Limitation on Liability

9.1 Force Majeure

Each Party shall be excused from performing its respective obligations under this Agreement and shall not be liable in damages or otherwise to the Non-Claiming Party if and to the extent that the Claiming Party is unable to so perform or is prevented from performing its obligations by an event of Force Majeure.

9.2 Limitation on remedies for Force Majeure

(a) If either Party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure, then that Party shall be excused from performance of its obligations to the extent that such performance is affected by the Force Majeure, provided that:

   a. The Claiming Party shall, as soon as practicable after the occurrence of Force Majeure, give the Non-Claiming Party's written notice describing the particulars of the occurrence;

   b. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure;

   c. The Claiming Party uses all commercially reasonable efforts to remedy its inability to perform; and,

   d. Nothing in this Section 9.2 shall affect a Party's obligation to make payments when due or becoming due with respect to performance or non-performance prior to the event of Force Majeure.

(b) While an event of Force Majeure is in effect, the Claiming Party shall take all commercially reasonable steps to mitigate the effects of Force Majeure, shall inform the Non-Claiming Party in writing on a weekly basis of when it expects to remove the cause of Force Majeure and what steps it is taking to cure or eliminate the event of Force Majeure.

(c) If an event of Force Majeure causes the Supplier to not achieve a Milestone Event by the relevant Milestone Date, or to not achieve Commercial Operation on or before the date which is one (1) year after the Milestone Date for Commercial Operation, as applicable,

then such Milestone Date shall be extended for a period of time equal to the period of delay resulting from such Force Majeure event.

(d) If an event of Force Majeure described in Section 9.2(c) has delayed the Commercial Operation Date of the Facility by more than eighteen (18) months after the original Milestone Date (prior to any extension pursuant to Section 9.2(c)) set out for attaining Commercial Operation of the Facility, then notwithstanding anything in this Agreement to the contrary, while the delay that is a result of the event of Force Majeure is continuing, the Buyer, with the DPUC's approval, may terminate this Agreement upon written notice to the Supplier, and, thirty (30) calendar days after the effective date of notice, this Agreement shall automatically terminate and without any costs or payments of any kind to either Party, and the Completion and Performance Security shall be returned forthwith. The DPUC's determination under this Section 9.2(d) is not subject to the dispute resolution guidelines listed in Section 12.10.

(e) If, by reason of Force Majeure, the Supplier is unable to perform or comply with its obligations (other than payment obligations) hereunder after the Commercial Operation Date for more than eighteen (18) months, then notwithstanding anything in this Agreement to the contrary, while the delay that is a result of the event of Force Majeure is continuing, then the Buyer, with the DPUC's approval, may terminate this Agreement upon thirty (30) calendar days' written notice to the Supplier, and thirty (30) calendar days after the effective date of the said written notice, this Agreement shall automatically terminate without any costs or payments of any kind to either Party, and the Completion and Performance Security shall be returned forthwith. The DPUC's determination under this Section 9.2(e) is not subject to the dispute resolution guidelines listed in Section 12.10.

(f) If the Buyer is the Claiming Party and the Buyer is unable to perform or comply with its obligations hereunder after the Commercial Operation Date for more than eighteen (18) months, then notwithstanding anything in this Agreement to the contrary, while the delay that is a result of the event of Force Majeure is continuing, then the Supplier may terminate this Agreement upon thirty (30) calendar days' written notice to the Buyer, and thirty (30) calendar days after the effective date of the said written notice, this Agreement shall automatically terminate without any costs or payments of any kind to either Party, and the Completion and Performance Security shall be returned forthwith. The DPUC's determination under this Section 9.2(f) is not subject to the dispute resolution guidelines listed in Section 12.10.

(g) Notwithstanding any provision of this Agreement or applicable Law to the contrary, in the event that the Supplier is excused from the performance of any of its obligations under this Agreement due to an event of Force Majeure affecting the Supplier, then during the period of such event of Force Majeure, the Buyer shall only be obligated to make payments for the portion of Confirmed FCM Contract Quantity, Confirmed LFRM Contract Quantity, or Call Option Contract Quantity, if any, provided by the Supplier to the ISO-NE Markets, on a pro rata basis.

(h) After the Term Commencement Date, an event of Force Majeure shall not extend the Term of this Agreement.

9.3 Liability and damages

Except as provided for under this Agreement, neither Party shall be liable under this Agreement for any special, indirect, incidental, consequential, or punitive damages of any kind, including but not limited to loss of use, out of pocket expenses, and lost profits (past or future), by statute, in tort or contract, or otherwise.

Article 10 Credit and Security Requirements

10.1 Completion and Performance Security Amount

The Supplier shall provide security to the Buyer on the Effective Date of this Agreement for the performance of the Supplier's obligations under this Agreement, in the applicable amount as set out in Section 10.1 below and in the form described in Section 10.2 (the "Composition of the Completion and Performance Security").

(a) The amount of the Completion and Performance Security applicable prior to the Facility's Commercial Operation Date shall be set at U.S. Dollar 100 per kW of the Original FCM Contract Quantity of Capacity.

(b) Effective upon the Facility's Commercial Operation Date, and provided that the Buyer has determined that any liquidated damages payable by the Supplier under Section 2.5 and 2.6 have been paid in full by the Supplier, then the amount of the Completion and Performance Security shall be reduced to an amount equal to U.S. Dollar 25 per kW of Confirmed FCM Contract Quantity for the remaining Term of this Agreement.

(c) In the event that the Buyer, in accordance with this Agreement, has recovered monies that were due to it using all or part of the Completion and Performance Security, the Supplier shall forthwith provide replacement security to cover an amount equal to that recovered or paid out of the Completion and Performance Security. Not maintaining the Completion and Performance Security at its full amount shall be an Event of Default with a five (5) Business Days cure, pursuant to Section 8.1 (b)a.

(d) The Supplier shall provide to the DPUC and the Buyer reasonable evidence of any security that it posts for the same Original FCM Contract Quantity to participate in the FCM before the Facility reaches Commercial Operation, as described in Section II.G.2.b of the Settlement Agreement. The amount of security provided to ISO-NE may be used to reduce the Completion and Performance Security required under this Agreement as long as the security provided to ISO-NE is not in the form of a guarantee, such that the total security provided by the Supplier to the Buyer and to ISO-NE for the purpose of Qualified Capacity participating in the FCM totals the Completion and Performance Security calculated pursuant to this Section 10.1.

(e) The Buyer shall return the Completion and Performance Security to the Supplier with accrued interest (if relevant) on the first Business Day following the last calendar day of the Term of this Agreement (or, if relevant, on the first Business Day after the Early Termination Date), provided that the Buyer has determined that the Supplier has paid in full any outstanding liquidated damages or Early Termination Payments.

10.2 Composition of Completion and Performance Security

(a) The Completion and Performance Security shall be provided in the form of either (i) cash, which will be held in an interest-bearing Escrow account by a Qualified Institution selected by the Buyer for the benefit of the Buyer; (ii) a Letter of Credit; (iii) a performance bond; (iv) a certified check made payable to Buyer; (v) a bank draft made payable to Buyer; or (vi) other equivalent form of security acceptable to the Buyer acting reasonably, and subject to the approval of the DPUC, but for certainty, shall not include guarantees. The Completion and Performance Security can also be composed of a mix of such instruments so long as the total amount required under Section 10.1 of this Agreement is achieved. The DPUC's determination under this Section 10.2(a) is not subject to the dispute resolution guidelines listed in Section 12.10.

(b) Costs of the Completion and Performance Security shall be borne by the Supplier.

(c) If cash is provided by the Supplier for the Completion and Performance Security, such cash will be held in an interest-bearing Escrow account by the Buyer in a Qualified Institution. The interest accrued in this Escrow account will be paid to the Supplier upon the Term Termination Date as long as there are no outstanding disputes between the Parties.

(d) If a Letter of Credit is used:

a. The bank providing the Letter of Credit must be a Qualified Institution, or be otherwise submitted to the DPUC for approval.

b. Within two (2) Business Days of the Effective Date, Supplier shall provide to Buyer a Letter of Credit in the amount of $ 9,570,000 to secure Supplier's performance from the Effective Date until either expiration of this Letter of Credit or the Termination Date. The Letter of Credit shall have a term of not less than one (1) year and an evergreen clause acceptable to the Buyer and the DPUC. The Letter of Credit shall provide that if this Agreement remains in effect and the Letter of Credit is due to expire, Buyer shall have the right to draw on the full amount of such Letter of Credit. In that event, Buyer will hold such funds until Supplier has provided Buyer with a replacement Letter of Credit or other form of security that meets the requirements of this Article 10 of this Agreement.

c. If the Credit Rating of the Qualified Institution providing the Letter of Credit falls below the levels specified in the definition of a Qualified Institution, the Supplier shall have five (5) Business Days following written notice by the Buyer

to obtain a suitable Letter of Credit from another Qualified Institution, unless the Buyer agrees in writing to extend such cure period.

(e) If a performance bond is used:

a. The performance bond must allow the Buyer, acting reasonably, to determine whether the surety will pay or perform the Defaulting Party's obligations.

b. The performance bond must require the surety to pay all undisputed amounts requested in writing by the Buyer within five (5) Business Days, and must deposit any disputed amounts into an Escrow account for the benefit of the Buyer pending resolution of the dispute between the Buyer and the surety. Any interest accrued in the Escrow account must be paid to the Buyer or the surety on a pro rata basis depending on how the issue is resolved.

c. The performance bond must be irrevocable, and must remain in place for the entire Term of this Agreement.

d. The surety must agree to (i) waive notice of any alteration or extension of time provided by either Party under this Agreement; (ii) waive notice of any amendment to this Agreement; (iii) following the occurrence of an uncured Event of Default by the Supplier, the surety must waive any requirement under applicable Law or otherwise that Buyer first proceed against (and obtain judgment against) the Supplier before Buyer can enforce its rights under the performance bond against the surety.

e. In the event that Buyer prevails in its attempts to enforce its rights under the performance bond, the surety must agree to pay for all the documented legal costs, fees, and expenses Buyer incurred in the enforcement action.

f. The performance bond must be governed by and enforced in accordance with the Laws of the state of Connecticut; and any proceeding under the Performance Bond must be instituted in a court of competent jurisdiction in Connecticut.

Article 11 Contract Administration

11.1 Inspection and Audit

Each Party and the DPUC has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, the Supplier shall provide to the Buyer and the DPUC statements evidencing the performance of its obligations. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the interest rate (as defined in Section 6.7) from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any

statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty-four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

11.2 Notices

(a) Any notice, demand, or request permitted or required under this Agreement shall be delivered in person, by prepaid overnight United States mail or by overnight courier service, return receipt requested, to a Party at the applicable address set forth below:

To UI:

The United Illuminating Company
157 Church Street
P.O. Box 1564
New Haven, CT 06506-0901
Attn: Michael A. Coretto
Fax: (203) 499-3625

and

UIL Holdings Coporation
157 Church Street
P.O. Box 1564
New Haven, CT 06506-0901
Attn: Linda L. Randell, Esq., Senior Vice President and General Counsel
Fax: (203) 499-3664

With a copy to:
Wiggin and Dana LLP
400 Atlantic Street
P.O. Box 110325
Stamford, CT 06911-0325
Attn: William A. Perrone, Esq.
Fax: (203) 363-7676

To Waterbury Generation LLC:

Ansonia Copper & Brass, Inc.
75 Liberty Street
Ansonia, CT 06401
Attn: Raymond L. McGee

and

Sasco River Advisors LLC
75 Sasco River Lane
Southport, CT 06890
Attn: Ted W. Verrill

With a copy to:
Brown Rudnick
City Place I
185 Asylum Street, 38th Floor
Hartford, CT 06103
Attn: Philip M. Small

To DPUC:
Executive Secretary
10 Franklin Square
New Britain, CT 06051
Tel: 860-827-1553

(b) Notices by hand delivery or facsimile (provided a copy is also sent by overnight mail) shall be effective at the close of business on the day actually sent, if sent during sending Party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day.

(c) The addresses for notice specified in Section 11.2(a) may be changed from time to time by written notice by any Party to all other Parties without amendment of this Agreement.

11.3 Records and Billing Verification Rights

(a) Supplier and Buyer each shall keep complete and accurate records with respect to its performance under this Agreement and shall maintain such data for a period of five (5) years after final billing for verification by the other Party. In the event of any billing dispute, all such records pertaining to the dispute shall be maintained until such later time as the billing dispute is resolved. If a billing dispute establishes that any bill submitted to and paid by Buyer was for an amount greater than properly chargeable under this Agreement, Supplier shall refund to Buyer the excess amount collected together with interest calculated from the date of payment to the refund date in accordance with the regulations of FERC applicable to the payment of interest on refunds. If a billing dispute establishes that any bill submitted to and paid by Buyer was for an amount less than properly chargeable under this Agreement, Buyer shall make such additional payment to Supplier, together with interest calculated from the due date to the date of payment in accordance with regulations of FERC applicable to the payment of interest on refunds.

(b) In the event of a good faith dispute regarding any invoice issued or payment due under this Agreement, each Party shall have the right to verify the accuracy or the calculation of the invoice, at its own expense, to obtain copies of relevant portions of the books and records of the other Party insofar as may be necessary for the purpose of ascertaining the accuracy of any invoice or calculation of payment due. Each Party supplying data hereunder may require that the other Party maintain the confidentiality of such accounts, records and data in accordance with Section 12.11. The Parties agree to individually and jointly request from ISO-NE, or other appropriate source, any data or information that either Party believes is reasonably necessary for purposes of a requested accounting or resolution of a billing dispute.

Article 12 Miscellaneous

12.1 Change of Control, Sale of Facility, or Assignment

(a) Except as part of a collateral assignment in favor of the Financing Parties, no direct or indirect change of control of Supplier shall be allowed without the DPUC's written consent, such consent shall not be unreasonably withheld. The DPUC will not unreasonably withhold its approval so long as the successor entity assumes all responsibilities and obligations of the Supplier under this Agreement and has sufficiently demonstrated to the DPUC that it has the technical, managerial, and financial wherewithal to serve as the Supplier for the remainder of the Term. The sale or transfer of less than 50% of the membership interest or share capital of the Supplier shall not be prohibited by this Section and shall not require consent, as long as the Supplier continues to fulfill its obligations under this Agreement without modification.

(b) The Buyer may assign, pledge or transfer this Agreement to a successor distribution company, subject to DPUC approval.

(c) When assigned, this Agreement shall be binding upon, and shall inure to the benefit of, and shall be performed by, each successor and permitted assignee of the Parties, except that no assignment, pledge or transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement unless the DPUC approves to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations hereunder.

(d) Buyer agrees that (i) Supplier may assign, mortgage, hypothecate, pledge or otherwise encumber, by way of security or collateral, all or any portion of the Supplier's interest in and to this Agreement in favor of any Financing Party and its successors and assigns and (ii) any such Financing Party may assign such interest in and to this Agreement to any subsequent assignee that is also a Financing Party in connection with the sale, transfer, or exchange of its rights under this Agreement. Any such Financing Party may operate the Facility pursuant to such assignment upon and after the exercise of such Financing Party's rights and enforcement of its remedies against the Supplier or the Facility under any deed of trust or other security instrument, creating a lien in its favor, in each case with notice to, but without the consent of, Buyer, provided that the Supplier

has demonstrated to the reasonable satisfaction of the DPUC that any such Financing Party (or the security agent acting on behalf of all the Financing Parties, where there are more than one) has entered into an agreement with the Buyer under which each Financing Party agrees to be fully bound by all the terms and conditions of this Agreement as if the Financing Party had been substituted for by the Supplier. In order for a collateral assignment to occur as contemplated in this Section 12.1(d), there must be a single entity designated as trustee on behalf of all Financing Parties and the trustee or agent, on behalf of all Financing Parties, must agree to comply with all provisions in this Section 12.1.

(e) The DPUC's determination under this Section 12.1 is not subject to the dispute resolution guidelines listed in Section 12.10.

12.2 Notice of Deterioration of Financial Indicators

The Parties shall provide notice to the DPUC and each other of any deterioration of any of their respective Credit Ratings, or any other financial indicators agreed upon in writing between the Buyer and the Supplier at the Execution Date. If the Supplier is not a publicly rated entity, immediately upon becoming aware of such deterioration, then the Supplier shall provide written notice to the DPUC and the Buyer of any material deterioration in the Supplier's financial condition.

12.3 Subcontracting

The Supplier may subcontract its duties or obligations under this Agreement without the prior written approval of DPUC and the Buyer, provided, that no such subcontract shall relieve the Supplier of liability for performing any of its duties and obligations hereunder.

12.4 Taxes

(a) Each Party shall be responsible for all federal, state, and local Taxes incurred by it as a result of entering into this Agreement; provided, however, that Supplier shall be responsible for all Taxes imposed on, or assessed to, the Facility, the Site, all payments obtained by the Supplier pursuant to this Agreement and all payments obtained by the Supplier resulting from participation in any of the ISO-NE Markets.

(b) Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as neither Party is materially adversely affected by such efforts.

12.5 Governing Law

(a) To the extent that any Party to this Agreement seeks to litigate any dispute under this Agreement, such Party will be required to use the dispute resolution process listed in Section 12.10 of this Agreement. Binding arbitration under this Agreement shall be governed by Conn. Gen. Stat. 52-408 et seq.

(b) The interpretation and performance of this Agreement shall be governed by the Laws of the State of Connecticut without resort to any conflicts of laws principles that will result in the applications of Laws other than the Laws of the State of Connecticut.

(c) To the extent that any of the Parties seeks to confirm, vacate, modify, or correct any binding arbitration in Section 12.10(c) of this Agreement, then such request to confirm, vacate, modify, or correct shall be made to a court of competent jurisdiction located in Connecticut, pursuant to Connecticut Gen. Stat. 52-408 et seq., as amended or superseded from time to time. An appeal from a judicial order confirming, vacating, modifying, or correcting an arbitration decision or award shall be made pursuant to Connecticut Gen. Stat. 52-408 et seq., as amended or superseded from time to time.

(d) Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

12.6 Adjustments to Comply with Market Changes

(a) Either Party shall have the right to initiate an amendment to the Agreement pursuant to this Section 12.6 if they can demonstrate that the Market Changes has resulted in a material adverse impact:

a. If the Supplier seeks to amend the Agreement, the Supplier must be able to demonstrate that the Market Change has increased its operating or capital costs for the Confirmed FCM Contract Quantity by more than 10% and this increase is not recoverable through revenues (including revenues from other markets).

b. If the Buyer seeks to amend the Agreement, the Buyer must demonstrate that the Market Change has had a material adverse impact on economic benefits flowing to ratepayers.

(b) The Party seeking to amend the agreement must provide information on the Market Change and the economic repercussions of this Market Change to the other Party and the DPUC. The Supplier agrees to participate in any modified ISO-NE Markets (including but not limited to FCM, LFRM, and Energy Market) as long as they are eligible to do so.

(c) The Buyer and the Supplier must negotiate in good faith such that an amended Agreement restores the economic balance of the Agreement to its level at the Execution Date. Any disputes arising between the Parties in this negotiation are subject to the dispute resolution process outlined in Section 12.10.

(d) The Party seeking to amend this Agreement must submit any proposed amendments to the Agreement resulting from this Section 12.6 to the DPUC for approval within five (5) Business Days of completing an amended Agreement. The DPUC's determination under this Section 12.6 is not subject to the dispute resolution guidelines listed in Section 12.10.

12.7 Relationship of Parties

The Parties acknowledge that as between the Supplier and the Buyer there is an independent contractor relationship, and that nothing in this Agreement shall create any joint venture, partnership, or principal/agent relationship between the Parties. Neither Supplier nor Buyer shall have any right, power, or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

12.8 Complete and Full Agreement; Amendments; Severability; Waiver

(a) This Agreement (including the Exhibits, Schedules and any written supplements hereto) constitutes the entire agreement between the Parties relating to the subject matter.

(b) This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing, approved by the DPUC, and executed by both Parties.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable Law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties hereto and the prevailing economic balance between the Buyer and the Supplier at the Execution Date, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. The Parties shall use the dispute resolution measures outlined in Section 12.10 if they are unable to achieve agreement.

(d) Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original, but all of which shall together constitute one and the same instrument.

(e) The captions to Articles and Sections throughout this Agreement are intended solely to facilitate reading and reference to all Articles, Sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

(f) A Party's failure to timely enforce compliance with any term or provision of this Agreement shall not be deemed to be a waiver of any said Party's rights under this Agreement.

12.9 Indemnification

(a) General. Each Party (each, an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its parents and affiliates and its and their respective officers, directors, lenders, trustees, employees, contractors, subcontractors, and agents (each an "Indemnified Party"), from and against any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys' fees, and all other obligations by or to third parties arising out of or resulting from the Indemnifying Party's (including its affiliates', agents', employees', contractors' and subcontractors') negligence or actions or omissions under, in connection with, or arising out of, this Agreement; provided , however, that the Indemnifying Party shall not be liable for damages or losses arising out of gross negligence or intentional misconduct by the Indemnified Party, its affiliates and its and their respective officers, directors, trustees, employees, contractors, subcontractors, or agents.

(b) Indemnification Procedures. A Party seeking indemnification from another Party under this Section 12.9 shall give the other Party notice of such claim as soon as reasonably practical after the commencement of or actual knowledge of, such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been or may be asserted against or sustained by such Party. To the extent that the other Party is reasonably determined to be materially prejudiced as a result of failure to provide such notice, such notice shall be a condition precedent to liability of the other Party under the indemnification provisions of this Agreement. Neither Party may settle or compromise any claim for which indemnification is sought without the prior written consent of the other Party, provided, however, such consent shall not be unreasonably withheld, delayed or conditioned. The indemnification obligations of each Party shall continue in full force and effect regardless of whether this Agreement has expired or terminated, and shall not be limited in any way by any limitation on insurance, on the amount or types of damages (including any such limitations on damages set forth in this Agreement), or by any compensation or benefits payable by the Parties under worker's compensation acts, disability benefit acts or other employee acts.

12.10 Dispute Resolution

Except as otherwise expressly set forth herein, for any and all disputed issues, the Parties shall refer to this Section 12.10. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) Business Days of first notification unless otherwise specified in this Agreement.

(a) Negotiation Between Executives. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not

resolved in the normal course of business ("Initial Notice"). A copy of the Initial Notice shall also be given to the DPUC. Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) Business Days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) Business Days after delivery of the Initial Notice, the executives of both Parties and a representative from the DPUC shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) Mediation. If a dispute has not been resolved by negotiation within thirty (30) Business Days of the disputing Party's Initial Notice pursuant to Section 12.10 (a) hereof, or if the Parties failed to meet within fifteen (15) Business Days of the delivery of the Initial Notice, the Parties shall endeavor to settle the dispute by mediation under the then current CPR Rules for Non-Administered Arbitration; provided, further, that if one Party fails to participate in the negotiation as provided in Section 12.10(a) above, then the other Party can initiate mediation prior to the expiration of the thirty (30) Business Days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals. The mediator must identify the prevailing Party and non-prevailing Party in the dispute, or must find that neither Party was prevailing.

(c) Binding Arbitration. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof (with the exception of disputes related to the calculation of Settlement Amounts, which shall be addressed as provided in Section Article 6) and with the exception of any dispute in which this Agreement explicitly directs the Parties to submit such dispute to the DPUC, which has not been resolved by one of the non-binding procedures set forth in Sections 12.10(a) and 12.10(b) within fifty (50) Business Days of the delivery of the Initial Notice, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under three million dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than three million dollars ($3,000,000), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in Rule 5.4 of the CPR Rules for Non-Administered Arbitration; provided, further, that if either Party does not participate in one of the non-binding procedures set forth in Sections 12.10(a) and 12.10 (b), then the other may initiate binding arbitration under this Section 12.10(c) prior to the expiration of the fifty (50) Business Day period. The arbitration shall be governed by the Connecticut Gen. Stat. 52-408 et seq. and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. The

arbitrator(s) are not empowered to award damages in excess of (i) compensatory damages plus (ii) any punitive liquidated indirect, special, exemplary or similar damages expressly permitted by this Agreement or expressly authorized by applicable Law. The arbitrators must identify the prevailing Party and non-prevailing Party in the dispute, or must find that neither Party was prevailing.

(d) The non-prevailing Party must pay the prevailing Party's documented fees and expenses associated with mediation and arbitration, including attorneys' fees. If there was no prevailing Party, each Party will bear responsibility for its own fees and expenses. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined herein or in the CPR Rules for Non-Administered Arbitration. The procedure specified herein shall be the sole and exclusive procedure for the resolution of disputes arising out of or related to this Agreement. To the fullest extent permitted by law, any mediation or arbitration proceeding and the settlement or arbitrator's award shall be maintained in confidence by the Parties.

(e) Failure of either Party to comply in a timely fashion with this Section 12.10 shall be considered material and shall result in an Event of Default pursuant to Section 8.1(b)b. and Section 8.4(b)a.

(f) To the extent that any of the Parties seeks to confirm, vacate, modify, or correct any binding arbitration in Section 12.10(c) of this Agreement, then such request to confirm, vacate, modify, or correct shall be made to a court of competent jurisdiction located in Connecticut pursuant to Connecticut Gen. Stat. 52-408 et seq., as amended or superseded from time to time. An appeal from a judicial order confirming, vacating, modifying, or correcting an arbitration decision or award shall be made pursuant to Connecticut Gen. Stat. 52-408 et seq., as amended or superseded from time to time. The non-prevailing Party must pay the prevailing Party's documented fees and expenses, including attorneys' fees, associated with any court review of binding arbitration.

12.11 Confidentiality

(a) The contents of this Agreement and all other documents relating to this Agreement and any information made available by a Party ("Disclosing Party") to the other Party ("Non-Disclosing Party") with respect to this Agreement are presumed to be public, unless the DPUC has granted a request for confidential treatment pursuant to Section 12.11(b). To obtain confidential treatment, Parties should file information that they seek to treat as confidential under seal along with a motion for a protective order requesting that the DPUC grant confidential treatment for specific data or information that they deem to be proprietary and confidential. The information filed under seal should clearly be marked "confidential" on the top of each page. The motion should indicate the basis in federal or state law for keeping the information confidential.

(b) Parties requesting confidential treatment from the DPUC must clearly specify exactly which information they seek to treat as confidential, for how long such confidential

treatment shall last, and whether or not the information for which confidential treatment is being sought will be provided on a regular basis and whether it shall be protected each time. Once the DPUC has ruled that such information is confidential, the ruling will be valid for the duration of the Term of this Agreement, unless such information has become non-confidential according to Section 12.11(c) of this Agreement.

(c) All information is automatically non-confidential if such information (i) has become generally available to the public other than as a result of a disclosure by the Non-Disclosing Party or its Representatives, or (ii) may be obtained from a non-confidential source that disclosed such information in a manner that is not known by the Non-Disclosing Party to have violated such entity's obligations to the Disclosing Party, if any, in making such disclosure.

(d) In addition, confidentiality status of information does not preclude it from being released to a third party (i) as may be required in response to any summons or subpoena from a regulatory body, or otherwise required in connection with any litigation or to comply with any applicable Law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule (provided that the Non-Disclosing Party shall promptly notify the Disclosing Party of the requested disclosure so that Disclosing Party may seek a protective order or other appropriate remedy, or, in its sole discretion, waive compliance with the terms of this Section 12.11), or (ii) being furnished to the Non-Disclosing Party's Affiliates, and to each of such person's auditors, attorneys, advisors or lenders, investors, potential acquirers, directors or trustees (collectively, "Representatives" without need to know such information in conjunction with this Agreement; provided, however, that any Representatives to whom the Non-Disclosing Party discloses the information shall be required to observe the terms of this Section 12.11.

[next page is signature page]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed in their names by their respective duly authorized officials.

The United Illuminating Company

By: _____

Anthony J. Vallillo

President and Chief Operating Officer

Waterbury Generation LLC

By: _____

Raymond L. McGee

Managing Member

Article 13 Exhibits

The DPUC reserves the right to add additional information to the Exhibits from the Supplier's Proposal at the time of selection of winning projects.

13.1 Exhibit A: Facility Description and Site Map

Legal Name of Supplier: **Waterbury Generation LLC**

Summer Capacity (MW): **98.4MW (gross); 95.7MW (net)**

Winter Capacity (MW): **100.8MW (gross); 98.1MW (net)**

Description of Facility Location: **725 Bank Street, Waterbury, CT**

USGS scale map showing Facility Location: **Please see Attachment 2**

Facility Site Layout Drawing: **Confidential Information**
Facility water process mass balance drawing: **Confidential Information**
Facility heat process mass balance drawing: **Confidential Information**
Facility piping and instrumentation drawing: **Confidential Information**
Facility electrical one-line diagram: **Please see Single Line Diagram, Attachment 3**
Facility control relay, telemetry, SCADA, GADS, telecommunications and protective relay equipment drawing(s): **Confidential Information**
Facility fire protection system drawing: **Confidential Information**

Type of Generator: **Hitachi GH1550A**
Generator busbar voltage: **13.8kV**
Generator excitation system: **Confidential Information**
Generator cooling system description: **Confidential Information**
Generator capacity: **Confidential Information**
Standard summer generator capacity: **Confidential Information**
Emergency short duration summer generator capacity: **Confidential Information**
Standard winter generator capacity: **Confidential Information**
Emergency short duration winter generator capacity: **Confidential Information**
Description of Key Equipment:
Description of electric generator(s) and generator ancillary equipment: **Please see attached document (Attachment 1) from the turbine manufacturer.**
Description of steam process major equipment (if any): **None**
Description of Fuel handling equipment major components: **Natural Gas from Local Distribution Company.**
Description of Generator Step Up (GSU) Transformer(s)
Description of GSU cooling sytem: **Air cooled, convection**

GSU interconnection "high side" voltage: **115kV**

Manufacturer of GSU transformer(s): **Confidential Information**

Capacity of each GSU transformer

Summer normal: **Confidential Information**

Summer emergency short duration: **Confidential Information**

Winter normal: **Confidential Information**

Winter emergency short duration: **Confidential Information**

Quantity of GSU transformers to be installed: **One**

Description of major balance of plant components (as applicable):

Air preparation, separation and handling equipment: **None required**

Water purification system: **Confidential Information**

Bus bar and switchgear components: **Confidential Information**

Facility control system (including software and hardware components): **Confidential Information**

Steam process equipment, including boilers: **Confidential Information**

Plant cooling system: **Confidential Information**

Telecommunications, telemetry, SCADA and GADS systems: **Confidential Information**

Solid Fuel handling, conditioning and delivery system: **None required**

Solid Fuel storage facility: **None required**

Liquid Fuel handling, conditioning and delivery system: **Ultra low sulfur fuel oil, with no onsite conditioning.**

Liquid Fuel storage facility: **364,000 gallon API oil storage tank 44 feet diameter by 32 feet high. The tank will be designed with appropriate secondary containment measures to contain any leak or spill.**

Gas Fuel handling, conditioning and delivery system: **Natural Gas from Local Distribution Company.**

Gas Fuel storage facility: **None required**

Waste (includes ash and combustion solids) disposal and handling system; **Confidential Information**

Air quality emission monitoring system: **Confidential Information**

Electrical Interconnection:

Description of the Point of Interconnection: **The Project believes that Baldwin substation is the most feasible interconnection point. The feasibility study will evaluate the potential of interconnections at either Freight or Baldwin substations based on right-of-way issues, engineering, and system impact. Therefore, the point of interconnection is to be determined based on feasibility study results.**

Interconnection voltage: **115kV**

Electrical one-line diagram of interconnection: **Please see Attachment 3.**

Physical layout drawing of the interconnection: **Confidential Information**

Emissions Characteristics**: Confidential Information**

13.2 Exhibit B: Milestone Events and Milestone Dates for the Facility

This information will be taken from the Supplier's Proposal to the DPUC's competitive solicitation process. All information submitted in the Proposal is binding at the date of Financial Bid submission.

Note that starred Milestone Events represent Key Milestone Events for the purpose of this Agreement.

Milestone Event	Milestone Date
Permanent Site Control achieved*	December 13, 2006
Major permits applied for, including ISO-NE Interconnection Study, CSC, DEP, and others as applicable	**Confidential Information**
Major permits obtained, including receipt of approvals from the ISO, CSC, DEP, and FERC, as applicable	**Confidential Information**
Engineering, equipment procurement, and construction contract(s) executed	**Confidential Information**
Financial closing*	January 31, 2008
Interconnection Study completed	**Confidential Information**
Equipment Ordered	**Confidential Information**
Major Equipment Delivered	**Confidential Information**
Commencement of Construction*	March 31, 2008
Foundations laid	**Confidential Information**
Interconnection completed	**Confidential Information**
Completion of Major Construction – Ready for Testing	**Confidential Information**
Commercial Operation*	July 1, 2009

13.3 Exhibit C: Design Parameters of the Facility and Performance Benchmarks

This information will be taken from the Supplier's Proposal to the DPUC's competitive solicitation process, supplemented from time to time with revised data as permitted and/or required in this Agreement. All information submitted in the Proposal is binding at the date of Financial Bid submission.

UNIT CHARACTERISTICS
[NAME]
Unit configuration (i.e., combined cycle, single cycle, etc.) **Simple Cycle**
Manufacturer and unit class (i.e., GE Frame H, etc.) **General Electric LMS 100 PA**
Primary Fuel: **Natural Gas**_
Secondary Fuel: **Low Sulfur Fuel Oil**
Low Operating Limit: **Confidential Information**
High Operating Limit (normal): **Confidential Information**
High Operating Limit (emergency): **Confidential Information**
Ramp Rate (normal): **Confidential Information**
Ramp Rate (emergency): **Confidential Information**
Heat Rate (Warranted Heat Rate):_ **Confidential Information**
Heat Rate for Combined Cycle Facilities: **Confidential Information**
Base Warranted Heat Rate: **Confidential Information**
Duct Firing Heat Rate: **Confidential Information**
Minimum Run Time: **Confidential Information**
Minimum Shutdown Time: **Confidential Information**
Start Up Time (Cold Conditions)*: **Confidential Information**
Start Up Time (Hot Conditions): **Confidential Information**
*Cold start applies after _____ hours from shutdown – **Confidential Information**
AGC Equipment (Yes/No)? **Yes**

Annual target availability and Contract Quantities for each Contract Year. – **Confidential Information**

13.4 Exhibit D: Financial Bid Template

This information will be taken from the Supplier's Proposal to the DPUC's competitive solicitation process. All information submitted in the Proposal is binding at the date of Financial Bid submission.

Confidential Information

13.5 Exhibit E: Code of Conduct

Information Disclosure and Communication Protocols

1.1 The distribution company that is serving as the Buyer in this Agreement, and specifically any Reviewing Parties representing the distribution company, will be obliged to sign a DPUC-approved Confidentiality/Non-Disclosure Agreement before receiving this Agreement, which will grant this Agreement the status of "Protected Materials".

1.2 The Confidentiality/Non-Disclosure Agreement shall be based on the FERC Model Protective Order, which will be approved by the DPUC before the distribution company receives this Agreement.

1.3 As per the Confidentiality/Non-Disclosure Agreement, the distribution company will put in place appropriate "Chinese walls" to safeguard commercially sensitive information that the companies will have access to once they become counterparties to this Agreement.

1.4 The distribution company will treat as confidential the Protected Materials it receives as an administrator of and counterparty to this Agreement. Protected Materials will not be used except as necessary for the administration of this Agreement, nor shall they be disclosed in any manner to any person except an official Reviewing Representative, who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out his or her responsibilities in this proceeding.